

The Screen Guild's Magazine

IN THIS ISSUE
GOV. FRANK F. MERRIAM
UPTON SINCLAIR

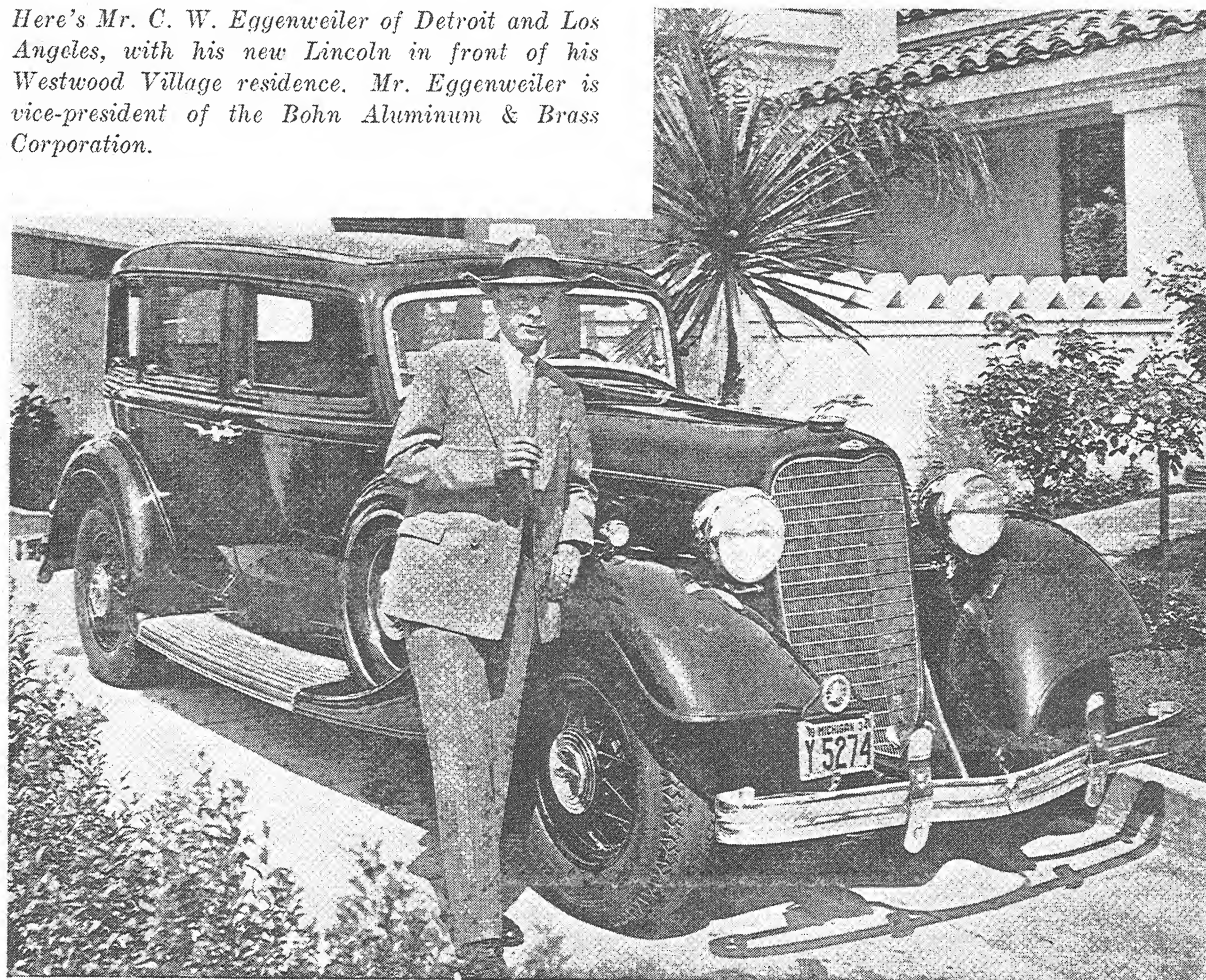
James A. Beebe
J. Ray Files
Sherman J. Bainbridge
Johnnie Grey
Ralph Ryan

Full Text of Actors'
Code Proposals

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The Screen Guilds' Magazine

Published Jointly by the Screen Writers' Guild of the Authors' League of America and the Screen Actors' Guild

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THE SCREEN GUILDS' MAGAZINE

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CONTRIBUTING EDITORS

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Nunnally Johnson	Ann Harding
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The Election

On November the sixth, the ear of the entire country will be listening to the election returns in California. The subject is inescapable. Consequently THE SCREEN GUILDS' MAGAZINE has requested the principal gubernatorial candidates to submit articles setting forth their claims and these have been printed impartially for the interest and guidance of Guild members.



As the Guilds are not political organizations, THE SCREEN GUILDS' MAGAZINE has no political leanings. But it condemns any tactics, used by supporters of the candidates, which in any wise are detrimental to the rights of Guild members. The unauthorized use of the names of screen writers and the collection of campaign funds in the motion picture studios are cases in point and were considered in a joint session of the Executive Board and the Advisory Council of the Screen Writers' Guild, October twenty-second. The resolution adopted at that time, and sent to Guild members, the press and the Producers' Association, follows:

"RESOLVED THAT: The Screen Writers' Guild is deeply opposed to recent political activities and methods adopted by certain supporters of both Merriam and Sinclair. The Guild is not in politics and is completely non-partisan. It was organized to protect its members from unjust treatment or coercion and intends to do so.

"Both candidates have at once time or another sought the official support of the Guild or its officers. Such support has been refused. In spite of the Guild's attitude, a trick letter on behalf of the Sinclair candidacy has been circulated, giving the impression that many prominent motion picture writers including Guild officials had lent their name and support to the Epic candidate.

"On behalf of Merriam, within the last few days motion picture producers have been attempting to raise campaign contributions from their employees in a manner which in some instances has amounted to thinly veiled intimidation and coercion.

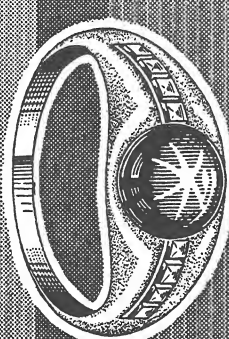
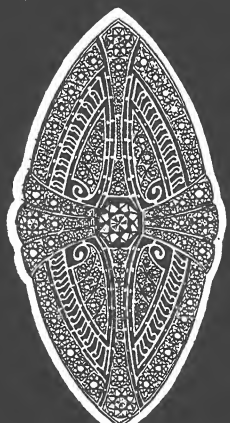
"The Guild recognizes the privilege of producers as individuals to attempt to influence other individuals in political matters, since so long as the ballot is secret any individual's refusal to be influenced cannot be used against him. But the Guild condemns the attempt of producers to collect campaign funds through the machinery of their studios, as there is an inherent implied threat in any such request because the resulting contributions become a matter of studio record.

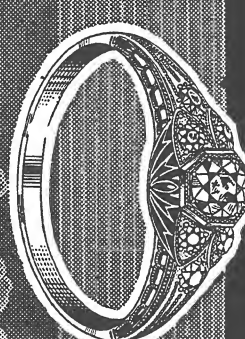
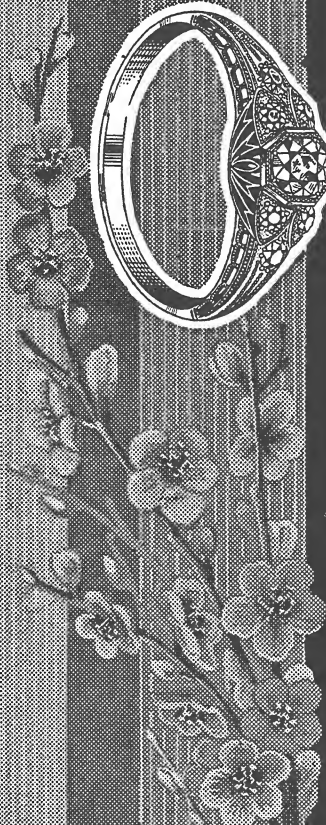
"Many writers who are against Sinclair have refused to contribute through their employers in opposition to him because of implied coercion. The Guild asks all members who have refused so to contribute to send their names to the Guild office. The Guild will watch for any possible future discrimination against them and will be prepared to protect them to the limit of the law."

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Visualization by Harry B. Johnson — Fox Studios

Before the Duel

Why Vote for Merriam?

By J. Ray Files

Los Angeles Chairman, Wardell Primary Campaign Committee

and James L. Beebe

Los Angeles Chairman, Creel Primary Campaign Committee

THERE are two ways to look at the candidates who seek your vote for Governor: from your own selfish standpoint, and from the broader social viewpoint. Let us consider both.

From your own selfish standpoint:

As a screen writer or actor you will be affected by the Epic plan, if Upton Sinclair should be able to put it into effect.

He will need money for rents, machinery and operation, to get his state farm and factory projects started.

Impartial analysis by a non-partisan, non-political organization which has been studying tax matters in California for many years discloses:

That the Epic plan would increase state expenditures 345 million dollars a year.

That the Epic plan would reduce present state income 95 million dollars a year.

That the net deficiency to be raised from sources not stated in the plan, would total 440 million dollars a year. This is fourteen times larger than the largest surplus which has ever existed in the state treasury!

The only source of this money that will be necessary to finance the Epic plan is taxes. And the only sources of taxes are income and property.

The Epic plan (Section 5) proposes a state income tax, starting with incomes of \$5000 a year, steeply graduated until incomes of \$50,000 a year would pay 30% state tax, with higher brackets paying still more—in addition, of course, to federal income tax.

The Epic plan likewise calls for heavy taxes on real property.

Starting with homes valued at \$3,000, one-half of one per cent tax is added for each \$5000 increase in valuation, until homes valued at \$100,000 will pay approximately \$11,000 state taxes a year, in addition to city, county and school-district taxes.

ces to yourself and your dependents. Let us look at the plan from a broader viewpoint.

From the social standpoint:

We must choose between carrying on or destroying our private business. Private industry and state industry cannot exist side by side. As both Mr. Sinclair and his opponents have pointed out, the

Epic plan, starting with comparatively mild beginnings, would soon wipe out private business "like a river eating into a sandbank."

Heavily taxed private industry could not compete long against tax-free, payroll-free state industry.

Our economic automobile may have a flat tire, but that doesn't force us to go back to the horse and buggy. Our economic structure may need repairs. But Mr. Sinclair is simply not the good mechanic who should make them.

The sad fact is that the Epic plan is a sentimental dream. Its sponsor is an emotional enthusiast who has believed in and crusaded for countless quack remedies for human and economic ills, extending from Abrams' magic machine to raw vegetables.

He has sponsored socialist colonies, and each time they have failed pathetically.

Social planning is a profound, technical job. The entire resources of the federal government are being devoted to this monumental task. The Epic plan, after a few months, would provide reactionaries with a horrible example that would discredit much of what the na-

(Continued On Page Twenty-two)

REHABILITATION . . . by Governor Frank F. Merriam

There is no phase or aspect of needed relief for the unemployed which should not be directly and definitely linked to plans for rehabilitation and recovery.

The full and unreserved resources of the country, of the state, of the community, of the individual citizen, should be available to relieve and eliminate distress, but our fundamental and ultimate purpose is to restore our population to complete economic stability.

In such a tremendous and comprehensive undertaking both the government and the people themselves must plan and proceed with such wisdom and care that we do not—in our anxiety to relieve suffering humanity—undermine the morale and impair the spirit of large groups in the population.

Radiating from Federal government, and finding a counterpart in every governmental agency of state, county and municipality, the work of relief, of service, of attempted rehabilitation, is going forward zealously and hopefully.

Responding to specific recommendations from the National Relief Administration, I called the California Legislature into extraordinary session in September and obtained legislative approval of a \$24,000,000 relief bond issue, which will appear on the November sixth ballot.

Each month, the Federal government is spending approximately \$4,000,000 for various forms of relief in this State. The National Relief Administration felt that California should provide out of its own resources a sum of not less than \$24,000,000 to be added to the moneys expended here by the national government. This recommendation appealed to me as a reasonable request.

The full sum as represented by the relief bond issue will be used in California for the relief of human needs and destitution if the people approve the measure on election day, and thus, if made available, will result in the average monthly expenditure of approximately \$6,000,000 when the bonds are certified.

In addition to this provision for direct relief, I submitted to the Legislature a program designed to lift some of the burdens from the taxpayers, from the victims of heavy special assessments, and from those citizens who have found their financial obligations too heavy to carry without further governmental assistance. This program was approved. Among other things it provides for redeeming tax-delinquent property and for the waiving of penalties, for refinancing indebtedness of reclamation districts, prohibits tax sales until next April, authorizes special assessment districts to refinance their indebtedness, provides a moratorium until next February on foreclosure of properties in connection with delinquent special assessment bonds, and extends moratorium on mortgage and trust deed foreclosures.

At the regular legislative session, a more comprehensive and permanent program will be accomplished under which the resources of California will be mobilized in the interests of the people as a whole.

It is by sensible and sound planning that lasting and definite progress will be made.

Every interest of California's agriculture, industry, manufacturing, marine, mining, petroleum, and general business undertaking will have the active and attentive assistance of the State government if I am retained as the State's chief administrative officer.

If the Epic plan succeeds in crippling the motion picture industry as Mr. Sinclair predicts that it will, he then proposes to have the state take over the making of motion pictures on a collectivized basis. Certainly, under those conditions, screen writing will not be a very remunerative profession.

But suppose you are willing to overlook the immediate personal consequences

To You — and You — and Especially You . . .

WHEN I learned that the pages of our magazine were to be thrown open to political discourse it presented an opportunity to bring to light a proposition so vital to the interests of writers and actors—and even supervisors—that I cannot refrain from mentioning it. It deals with the protection of the natural resources of Los Angeles county and because of the stress laid on the gubernatorial campaign this most important piece of legislation is likely to be sloughed off into the discard.

I refer to County Amendment Number 6.

With the adoption of County Amendment Number 1, which limits the tax rate in the county to 80c—and this amendment will and should pass—all discretionary branches of the government will be discarded because of lack of funds.

One of the most important branches—one that protects our homes—our hills—our trees and watersheds—to say nothing of our fish and game,—the Department of Forester and Fire Warden—will be abolished, unless we take steps to retain it.

This means that those of us who have homes in Malibu—in the hills above Beverly—in San Fernando Valley—or in any unincorporated village or town, such as La Crescenta, Montrose, Topanga, or mountain cabins throughout the County, will be without fire protection, excepting such scant assistance as the State Fire Warden and County Fire Protection districts can offer.

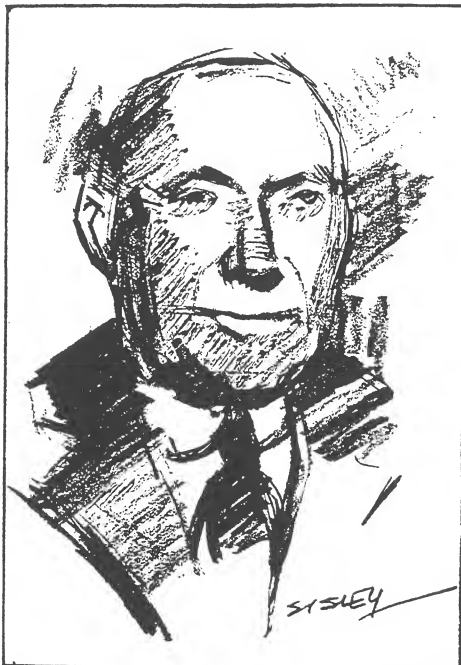
This also means that the fifteen hundred miles of roadside tree planting which require trimming, watering and other care will be neglected and the trees will perish.

It means that twenty-four parks, ranging in size from one-quarter acre to ninety-six acres, will have to be abandoned. These parks are so situated as to give service not only to the unincorporated areas, but to the incorporated areas, and serve as an additional fire prevention measure in that they tend to concentrate people instead of increasing hazardous foothill areas.

It means, that should the office of Forester and Fire Warden be abolished and the average 550 fires the department extinguishes each year be not properly extinguished the property damage that would result could not be estimated. As an example take the Mt. Lukens fire of November 21, 1933, which burned 4831 acres. This fire was a comparatively small one, but the rain of December 31, 1933 and January 1, 1934, fell on the

By
Johnnie Grey

denuded area and the subsequent debris-charged flood waters swept out of the



His Excellency

canyons through Montrose, La Crescenta, the City of Glendale and on to the sea by way of the Los Angeles River, through the City of Los Angeles. Forty-five lives were lost and many hundreds of people severely injured or mentally distressed. The total cost of the clean-up alone was well over two million dollars, not counting the irreparable loss to the water shed. There is a bond issue before the voters on November 6th, in excess of \$26,000,000, for flood control. A greater part of this is for the Montrose district. All flood control engineers admit that the best flood preventive is the native forest cover on your hillsides.

If a small fire of five thousand acres can cause such havoc, think for a moment what the result would be should a conflagration start in the foothills of Beverly Hills—Malibu Beach, Holmby Hills or Bel Aire, and be allowed to run its course without the Department of Forester and Fire Warden to check it. I personally know were it not for the excellent work of this department on the

Mt. Lukens fire of last November, Mt. Lowe, Mt. Wilson and the area of Flint-ridge and Altadena would have been a shambles. Instead of approximately five thousand acres this fire would have reached nearer fifty thousand acres.

The Department of Forester and Fire Warden consists of four division headquarters, 14 patrol stations, 10 lookout towers, 100 miles of fire motorway, 170 miles of fire breaks, 205 miles of trails, 374 miles of fire telephone lines, two nurseries for reforestation stock, a central warehouse where equipment needed by the department is stored, handled, maintained and repaired. Equipment such as tanks, trucks and improved hand tools in each patrol station and division headquarters—an outlay of over two million dollars for equipment, a greater part of which will be a direct loss through deterioration should this department be abolished.

The department employs 276 permanent employees and 2860 temporary employees, a total of 3136 men and women. Were the department abolished this would mean that at least 85% would be forced to request the County Charity Department for assistance, which would be a great detriment to all forms of business.

Unless you vote "YES" on County Amendment Number Six it will mean increased tax expenditures to repair the damages caused by fires which are now prevented or immediately extinguished by the department; loss of investment in fire equipment, including 18 patrol stations and 10 lookout towers; deterioration of miles of telephone lines, motorways, trails, fire breaks and other fire prevention and protection facilities, and the disbanding of a thoroughly trained and highly efficient force of Foresters and Fire Wardens.

Remember—fire unchecked is followed by flood, drought and famine. The department of Forester and Fire Warden is as important, if not more important than any service of County government and its abolishment would be the greatest blow to conservation of natural resources, to the protection of person and property, that could occur in the County of Los Angeles. It is up to us who appreciate the beautiful—who love the out-of-doors, who have investments in homes, cabins, ranches and property to retain our department of Forester and Fire Warden—which is on duty 24 hours every day to save us in fire, flood, earthquake and other emergencies—by voting "YES" on proposed County Charter Amendment No. 6.

Music and the Drama — Under Epic . . .

THE present sad plight of most American musicians, actors and other creative artists is one of the best proofs for the well-known contention of "Technocracy," i. e., the steadily growing displacement of man power through mechanical devices, leaving in its wake widespread human suffering, individual and social demoralization.

Mechanical inventions such as the phonograph, radio and sound film have deprived countless musicians of a means of livelihood. Unlike the temporary lull in other spheres of human endeavor, this deplorable condition is bound to continue—depression or no depression—although the present economic crisis undoubtedly have further increased idleness in these professions.

About the only artists employed at the present time are those engaged in recording and broadcasting for motion picture studios, phonograph factories and radio stations. Opportunities in the symphonic and operatic fields are dwindling steadily and even the number of commercial bands is being reduced. The same applies to the theatrical profession on and off stage; those few still employed having every reason to dread further developments of television.

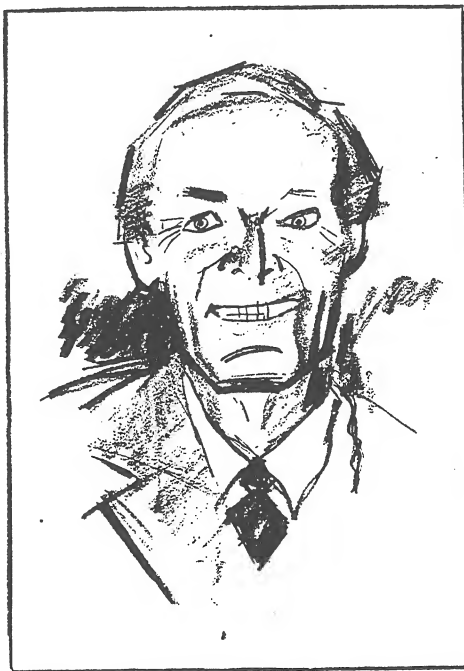
As a result, many artists and artisans of commanding technique and tradition have been taken out of our cultural life. Their fate has already discouraged numerous young people of talent from taking up callings which have seemingly become unlucrative in this materialistic, machine-governed age. Needless to state at length, music teachers (private and in public schools) are feeling this reaction.

High standards of musical culture to which a large and prosperous nation such as ours is entitled, depend upon a certain number of expert musicians who emerge out of a vast reservoir of the great army of musicians. There exists a legitimate need for the latter. This majority could be employed in various every-day musical undertakings. History has shown that from this mass will always emerge men and women of singular distinction, those select few setting the country's highest musical standards. But this great reservoir having been drained severely, the next generation will find it hard to select the necessary number of experts. This dire eventuality spells doom to our musical life. Our masters of music will have lived, composed and created in vain as far as the America of a generation hence will be concerned.

The very agencies that are thinning the artists' ranks—the radio, the motion

By
Upton Sinclair

picture and the phonograph—will soon find themselves without the small



Sketched by Raymond Sisley

The Democratic Nominee

Why Vote for Sinclair?

By **Sherman J. Bainbridge**

Upton Sinclair, widely known author-economist and playwright, whom you all know as one who gave us "Thunder Over Mexico," and the writer of "The Wet Parade," which was later produced by Metro-Goldwyn Mayer, is the Democratic nominee for governor of California.

He is a staunch friend of the producer, the exhibitor, the players of the talking pictures and of the legitimate stage, and of the profession at large.

Mr. Sinclair understands the problems connected with the production of motion pictures and the staging of plays.

He merits the support of all those engaged in the promotion of programs for public entertainment.

A vote for Upton Sinclair will mean not only a vote for one who is friendly to our calling, but most important of all, it will mean a definitely increasing market for our wares because of the regeneration program proposed in Sinclair's platform which will result in an ever-increasing stimulation of audience interest.

amount of superior talent that they must have.

In justice to ourselves and our children, drastic measures must be taken to remedy present conditions and safeguard the future for profession and public alike.

The EPIC Plan is admirably fitted to avert this as well as every other threatening danger of unemployment caused by the gradual displacement of manpower through advancing mechanization. EPIC'S provisions for putting the unemployed of all branches to work, and for the taking over of now idle but formerly useful institutions, provide a solution also for the artists' problems.

The functions of the various groups comprising the creative arts will be within two distinct provinces during the early stages of The Industrial Democracy.

The first field of service will be within the several state land colonies and the settlements comprising the state factories and industrial production plants. Within these two large bodies, our creative artists will find themselves in constant demand. For such services they will be paid in scrip, to be used in exchange for food, clothing, shelter, health and every other service obtainable within these two bodies. Furthermore, the production system will be in a position to manufacture and provide a large part of the necessary physical plant for the operation of the various musical and dramatic bodies, thus insuring a hitherto unknown economy in such activities.

At the same time the artist will engage in a second field of service; the general public, i. e., those still outside of the two great state colonization systems, with the strict proviso, however, that such activities do not compete with any other existing musical group still operating within the profit system. For such services the groups will be paid in U. S. currency as taken in by these activities.

Thus, the members of these groups will receive remuneration in two kinds: scrip, for the purchase or exchange of all the necessities of life from the two colonization systems; and U. S. currency, with which to buy the conveniences and some luxuries at first not obtainable within the two state systems. Both incomes, taken together, should satisfy a comfortable standard of living. The California Locals of the American Federation of Musicians, Actors Equity, state employees Union and others should continue as valuable and just arbiters of working conditions and remuneration as heretofore. Membership in such unions should be strongly urged.

"A Vote for Haight is a Vote for Haight" . . .

By Ralph Ryan

(Public Relations Director, Haight Campaign)

There comes once in a political lifetime, a candidate who is unafraid of special interests, corporate control of government, and domination of the utilities in public life. Such a man is Raymond L. Haight, dynamic Progressive gubernatorial candidate. Haight is a square shooting, hard working attorney, who is not afraid of such problems as unemployment relief, old age pensions, and tax relief.

Having a background of pioneer ancestry, this native son is heart and soul in this campaign to give this state back to all of the people. When Raymond L. Haight was Commissioner of Corporations he made California safe from stock swindlers by revoking the permits of nearly 4,000 companies, that upon investigation were discovered to be of a fraudulent nature. HAIGHT, the man unafraid!

Being but 38 years of age, this astute young man is blessed with mature judgment and an athletic body that responds well to arduous tasks that require both brain and brawn. As Robert P. Shuler, noted radio minister, has often said: . . . "truly the man of the hour."

The new Haight slogan is: "A VOTE FOR HAIGHT IS A VOTE FOR HAIGHT." The ex-corporation com-

Who Is Haight?

Raymond L. Haight was born at San Jose, California, 1897. He attended the elementary and high schools of San Francisco and Los Angeles and was graduated from the University of Southern California Law School in 1921.

At U. S. C. he played basketball and handball—varsity basketball in his senior year.

During the war he volunteered in the U. S. air service and served until the Armistice.

He is a member of the Native Sons of the Golden West, American Legion, United Veterans of the Republic and the American Bar Association.

In 1931, during an emergency he served as State Corporation Commissioner and carried through the now historic clean up of that office.

Mr. Haight is married and has three children.

missioner is in this scrap until the finish and intends to meet his opponents fairly and squarely on every vital issue.

While Upton Sinclair has chosen to ignore the Townsend Old Age Pension Plan and Merriam commends it to the study of Washington, Raymond L. Haight points out that he has always been in favor of this meritorious idea.

In his radio appeals, Haight has sought to prove to his thousands of listeners that his opponents have been busy fomenting a vicious class war and consequently have obscured the true picture. The Progressive candidate still believes in taking a middle course that does not lean too far to the right nor too far to the left. In short, the battle cry is: "Give California back to all of the people."

Now that President Franklin D. Roosevelt has blown up that "Sinclair bogey-man," Merriam model, by saying he did not make any promises to Upton Sinclair, it behooves people to forget expediency and vote for the best man. Sinclair is NO LONGER a factor; consequently Merriam is not needed to save the state from a Russian atmosphere. VOTE FOR HAIGHT!

The Spiel-binder



Drawing
by
**Walter
Weems**

"It ain't only EPIC, it's COLOSSAL!"

When the Body Depicts the Mood



**By
Ralph
Block**

**Drawing
by
Harry B.
Johnson**

NOT merely the expressiveness of the face and voice but the fluent lines of the whole body expressing a mood deeply wedded to the dramatic moment: it was this which the speaking stage at its best gave to the audiences of the theatre. The greatness of Lucien Guitry, the father of Sascha and unhappily now only a theatrical memory, lay in his gift for lifting audiences into a deep and possessing emotion, with his back turned to the pit and not a sound coming from his mouth.

It is this plastic element of the art of acting which only now seems to be finding a place in the motion picture. Who can be blamed for this tardy arrival of one of the most important elements of the theatre? Probably neither actors, directors nor camera men can be held accountable to any great degree. All human processes, and the arts especially, are caught in the grip of modes and habits which only wear off with the countless repetitions of time. The closeup habit is one of these—a habit which has had its distinguished use in many instances but has operated to keep all three craftsmen on the set from exploring the theatric and emotional possibilities of the full figure shot. Only Chaplin, as you look back down the avenue of cinematic development, used his body to give full meaning to his ideas. And because Chaplin dealt in comedy, in truth the most difficult of all the arts of the theatre, the dramatic actor ignored the capacities

of the skeletal frame and its muscles for symbolic heightening of the presentation.

In the theatre, the Barrymores more than once drew out of an otherwise placid moment on the stage something that became rife with drama, merely by a twist of the shoulder, an elongation of the line from the shoulder to the hip. Only Lionel, of the three, seemed to understand that this kind of craftsmanship could be carried over into the motion picture. Sometimes there have been glimpses of it in Shearer, Hepburn, Harding, Hopkins, Colbert, Zazu Pitts—often more than a glimpse in Spencer Tracy, potentially one of the great actors of the screen. Robert Montgomery, Roland Young, Chester Morris, Frederick March, all have utilized it in varying degrees. Robinson was a master of it on the speaking stage and seems to have returned to a touch of it in his more recent pictures. Helen Hayes and Elizabeth Bergner, both small women, know all the tricks of perspective in space and can become six feet tall for you if you demand it.

But the truest and most telling exposition of the method by which the plasticity of the body can bring a moment on the screen to that high theatrical pitch which is its reason for being, may be found in two recent "musicals." This should not be unexpected; certainly music and the rhythm of the human body should go together. It should be even less strange that a dancer might use the

method with fine effect. In this case it is Fred Astaire, who in "The Gay Divorcee" not only dances in more conventional moments with captivating skill, but "dances" in a more subtle way in the moments when he is acting, lends the motion of his trained muscles to every mood of the scene he plays. It may be unconscious on his part. But surely it is not done unconsciously by Grace Moore, who brings this use of the actor's art to its fine flower in "One Night of Love." The climactic scene of this picture, when Moore as Cho-Cho-San goes up the steps from the wings to the stage and by a complete transformation of her body as she comes down stage shows her renewed hope and belief in living, is one of the great moments of the modern screen. Here the music of the orchestra and of a beautiful voice, the rhythm of the dramatic idea approaching its high point, and the rhythm of the set design, combine with the art of the actor in its truest sense to give great emotional significance to a photographed scene. All this we can expect from an artist who derives from opera, where all is rhythm—ideally, at least.

It is moments such as these which compensate audiences for hundreds of commonplace evenings in the theatre. And it is the thrill of coming upon these opening avenues of artistic advance which compensates those who live in the midst of picture making for all the vexations that attend the daily routine of so complicated an art.

The Other Side of the Moon . . .

By Elizabeth Yeaman

WHEN Katharine Cornell made her first tour to Los Angeles in "The Barretts of Wimpole Street," her manager paid me a visit and with the air of one who is conferring a great favor stated that he could arrange for me to interview Miss Cornell.

After a moment's hesitation I said: "But I'm afraid I don't want to interview Miss Cornell. You see I have an exalted ideal of Miss Cornell as an actress and I want desperately to keep that ideal. If I interview her I'm afraid that it will be shattered."

Had I been asked, two years earlier, to interview Katharine Cornell, I should have beamed with excited anticipation. But four years of making the rounds of Hollywood studios have made me wary.

I have seen a beautiful exotic creature hand a greasy bone to her dog and laugh indulgently while he mauled it about the velvet carpet of her hotel suite.

I have heard an ethereal pink-and-white vision in a satin negligee utter streams of profanity in a voice that was guttural in its coarseness.

I have shaken hands with a big brawny hero and felt a hand that was soft and limp and then listened to him babble like a fussy budget about his ART.

And I have met a slapstick comedian as gloomy as a tax collector who tried to impress me with his passion for deMau-passant and Chopin.

I don't pretend to have met all the actors in Hollywood and I'm happy to admit that a few interviews were pleasant surprises.

The unhappy encounters have been as much my fault as they were the fault of the star interviewed. If I hadn't been born an impractical idealist I never would have expected too much from an interview. Reporters, as a class, are chronic idealists. They turn hard-boiled and cynical to hide from the world their vulnerable soft spot.

Disillusionment is bitter because it is proof that the creature who has experienced it was a fool in his judgment. Most of us can endure anything better than the label of a fool. And since experience failed utterly to teach me good judgment, my only escape from the label of a fool lay in strict avoidance of interviews.

In the course of time I have acquired, painfully enough, the germ of a sense of humor. If I continue to make progress in this direction, I shall soon be sufficiently well armored to start on another round of interviews. My curiosity is un-

Miss Yeaman, motion picture editor of the *Hollywood Citizen - News*, reveals interviewers' sincere emotions which are usually as carefully concealed as the moon's other face.

relenting and it is goaded by persistent hope.

Since actors need good publicity just as badly as reporters need good stories, it is tragic that the two groups can't get together and realize that they share a mutual responsibility in the matter of interviews.

A reporter is not a sleight-of-hand artist who can pull brains out of a hat. But a resourceful reporter, finding it impossible to extract honey from a pearl or gold from a block of marble, learns to fabricate something that is acceptable to his readers. What he fabricates is not always pleasing to the subject interviewed. And the extent of his fabrication varies in direct ratio to the policy of his paper.

If an actor gives a reporter an interesting and legitimate story, he will read a creditable account of the interview in the paper the next day. But if an actor gives a reporter nothing to write about, the city editor blames the reporter instead of the actor. The reporter was told to get a story, and if he doesn't deliver his story with adequate regularity he loses his job.

Since newspaper jobs don't multiply with the growing demand for them, the luckless reporter who fails to pry a good story from an interview has the single alternative of resorting to his imagination.

A few of my best stories were fabrications. Once when I was new to my job, I went to interview Mrs. Leslie Carter and she did not receive me. Determined to have a story, I broke into her garden and wrote an interview with the garden.

Movie stars don't need to be told that they are celebrities. But do they know that reporters are eager to believe in the glamor of a celebrity? The chief difference between a reporter and an ordinary fan is the fact that the reporter is more alert in detecting flaws. It is up to the celebrity to conceal the flaws.

When meeting the press a smart actor exerts his utmost subtlety as an actor. He puts on an act so clever that his acting is not detected, or if it is detected it should inspire only admiration. What is more, the clever actor never knows his

lines on the stage any better than he knows his lines in an interview. Before he makes the appointment he knows what he is going to talk about and he concocts something interesting and legitimate.

If the interviewer starts a discussion of doubtful value to the actor, then the actor diplomatically diverts the conversation to a desired channel. Once I sat in awed admiration while Ronald Colman switched our conversation to a channel more to his liking. Although I was perfectly aware of his verbal maneuvers, I admired him the more for his poise and finesse and was quite willing to be thwarted.

Reporters, either by nature or training, are suspicious. It is their duty to question every statement and every fact before they deliver it in print. If they weren't suspicious, their publications would daily be the victims of absurd hoaxes and expensive law suits.

If actors know that reporters are suspicious, they should be plausible at all costs. An unsuccessful attempt to fool a reporter inspires resentment. It insults the reporter's ego and reporters, in their way, possess as much ego as actors.

The actor who is afraid to commit himself to any statement is likewise infuriating. If a question is unnecessarily embarrassing, instead of refusing to give an answer why not try appealing to the reporter's sportsmanship? To appeal to the reporter's sportsmanship is to acknowledge his power and that in turn pleases his vanity. Vanity is amenable to reason.

Don't try to high-hat the reporter. He can always get the best of you and he is more desirable as a friend than an enemy. If you are afraid to be yourself, then put on the best act of which you are capable. It's just as much your job to size up the reporter as it is the reporter's job to size up you. After you have sized him up, try to give him what he wants.

Ordinarily the reporter wants nothing more than a good story. If you can give it to him everybody will be happy, including Mr. Breen. If you can't, then the reporter will be angry because he is faced with the problem of making a silk purse out of a sow's ear or of pulling a rabbit out of an empty hat.

Above all, actors who feel unable to give good stories to reporters should decline, as tactfully as possible, to grant interviews. But remember that in this land of the free there is odium attached to aloofness. It is better to give a good story, if you can.

“So You’re Going to Tahiti, Eh?” . . .

Beverly Hills
Friday, August 17th

“Of course, I think that’s the wisest decision you could have made, Flo. You’ll simply *love* every minute of it.”

“Yes, I think it’ll be fun. You see, Casper finished ‘We Dress Again’ three weeks ago, so he’s sure now Sam won’t have any retakes for him. Jack and Jill Gorman are going with us, you know.”

“Really? How swell!”

“Oh, yes, they’ve already looked after their passport. I’d do mine today, but I won’t have any time until Monday or Tuesday because Jill and I have got to *live* at the shops the next few days getting some decent clothes to take.”

Santa Monica
Sunday, August 19th

“Well, Casper, old kid, I don’t envy you that Tahiti business a damn bit. This little boat we’re on is plenty rough enough for me.”

“But, Zeppo, you don’t realize it’s supposed to be something like a mill pond all the way. In fact, I wouldn’t mind going in this little tub if it weren’t for the pitzling and torsing.”

“Be careful of that phrase, Casper, in mixed company. Incidentally, what do you hear about the women down there? Hot stuff, aren’t they?”

“Yeah, just that—too *damn* hot. A skin you’d love to touch, but God help you if you do! Myron said the other day that Eddie told him they’re all dynamite and to stay way away.”

“Geez, I’d almost forgotten, Casper, there’s a guy on board who can tell you all about it. He lived there for months. Hey! Cuthbert! You know Casper Lerch, don’t you? He and his wife and the Gormans are going to Tahiti for a month. Give him the dope.”

“Oh, I say, old boy, what *luck*! You’ll love every moment of it. By all means take a little house with a Chinaman for a cook and a Tahitian maid. It’s quite the best way to live and really to know the Islands. The sunset off Moorea will intrigue you beyond words and you’ll do nothing but swim and take long walks and bike rides and live on fruit and fish. You’ll be eating *raw* fish before you return. It’s practically their only food, you know.”

“Geez, and I hate fish!”

Beverly Hills
Thursday, August 23d

“But wait ‘till I tell you what *happened*, Marian. We’re leaving next Monday—driving up to San Francisco. Today a notice came back from the passport people in San Francisco saying I’m

By

Fredric March



Drawing by John Carr

not an American citizen. I was born in Brooklyn and Casper in Racine, but when I married Howland I lost my citizenship, because Howland came over from England when he was seven. When I divorced him I must have lost my British citizenship and my marrying Casper didn’t do me a bit of good. I’m still a woman without a country—neither fish, fowl, nor good red henna.”

“That’s the stupidest law I ever heard of, and must make Brooklyn feel pretty sore. Couldn’t you take it up with their Chamber of Commerce?”

“No, we’re *leaving* in a couple of days.”

“Oh, you’re going *anyway*?”

“Oh, surely. You see, they may be able to get me a certificate of something-or-other to sort of introduce me to the customs men and I’m sure they’ll be nice to me. But when I come back I’ll have to go to night school and learn how to sing ‘The Star-Spangled Banner.’ Poor Casper is tearing around today trying to get my certificate business and also to send to get his own passport. I feel so sorry for him—the poor darling had a call from Sam this morning saying he has retakes for him tomorrow and Saturday on ‘We Dress Again.’ Can you beat it!—the luck of the Lerches, I mean? I’ve never known it to fail. I’d have helped him get the certificate, but I just haven’t a minute. Jill and I still have loads of shopping to do and we’re

having all those people in on Saturday, you know. But, honestly, Marian, have you ever *heard* of such a silly law?”

“No, I haven’t. What a shame that Howland had to come over when he was seven.”

Santa Monica (and Formosa)
Friday, August 24th, and
Saturday, August 25th

(Retakes—God forbid!)

Beverly Hills

Late Saturday afternoon, August 25th

“Tahiti or no Tahiti—I think you’re silly to leave this lovely house.”

“I know it. It *seems* silly. But I’ve got to get away. I wake up in the middle of the night and start making little notes about things still to be done around the house. The Venetian blinds really only work properly on odd Thursdays and Casper’s toilet sings on and on till it drives him to distraction.”

“Where is the old buzzard?”

“Why, I haven’t seen him since his third old-fashioned. I imagine he’s taking a touring party through the house. He’s got the heart and mind of a guide. I’ll give him five minutes more and then send out the St. Bernards and a flask. I really can’t blame him for not coming down, though. He worked till one-thirty this morning on retakes and was back at nine. Probably he’s afraid if he comes down he’ll run into Irving or Darryl and they’ll dig up retakes on ‘Barretts’ or ‘Cellini’—and we’ll *never* get away day after tomorrow.”

“But once you *do* get off you’ll all have a swell rest on the boat.”

“Oh, I *know* we will. And there’s nothing to do there but take long walks and swim.”

“But are you sure this is the right time of year? I’ve always heard that September and October were the rainy season.”

“No, I *think* you’re *wrong*—at least I *hope* you are.”

“But I *do* know, Flo, that you must be very careful what you eat down there. And as for the swimming—be sure you always wear sneakers and take a first-aid kit along with plenty of raw alcohol, because the coral cuts are *most* infectious and spread right up your body almost immediately.”

“Really?”

“Oh, yes. Well, say goodbye to Casper for us and have a grand time without even a touch of elephantiasis.”

Beverly Hills

Monday, August 27th, 10:00 A. M.

“Hello, hello, Flo—what’s the matter? I can hardly hear you.”

Deadlock . . .

WHEN Deputy Administrator Rosenblatt appointed ten Guild members to serve as actor representatives on the important Five-and-Five committee, the Guild Directors were naturally elated. From the day the Code was signed by the President, the Board had urged that this committee be created. In February the Guild held an election, open to all actors with screen credit, for the purpose of choosing the actor representatives. Eleven names were nominated at the meeting and unanimously elected. The results were sent to Mr. Rosenblatt. Then followed a period of delay, lasting months, during which we bombarded Washington with letters, telegrams and telephone calls urging the appointments.

Finally the appointments were announced and Robert Montgomery, Ralph Morgan, Claude King, Richard Tucker and Kenneth Thomson were made regu-

THE WORK OF THE ACTOR- PRODUCER 5-5 HAS ENDED. PROPOSALS SENT TO ROSENBLATT

lar members of the committee and Ann Harding, Mary Astor, Paul Muni, Chester Morris and Pat O'Brien alternates. Mr. Rosenblatt made a special trip to the coast to call the first meeting and instruct the committee in its functions. Since that time your committee has held eleven meetings. No public report has been made regarding the progress of these meetings as the Administrator specified that the proceedings be held in secrecy until the work of the committee was completed. Certain reports leaked out, however, regarding the nature of our proposals.

At the eleventh meeting of the committee, held at the Code Authority headquarters in Hollywood on October 17th, the producer members, having studied the complete proposals of the actors for three weeks, returned them with the statement that these proposals had no place in the Code and that they were opposed to any attempt to regulate such matters under the Code. A vote was taken and the committee was deadlocked. The actors proposals, with a report of the vote, have been forwarded to Mr. Rosenblatt. A brief recommending their acceptance is being prepared and will be sent over the signatures of the actor members.

Thus, the work of the 5-5 committee is at an end. What the action of the Administrator will be we can only guess. In view of his expressed statement that he expected something to be accomplished by the committee, the attitude of the producers is surprising, to say the least.

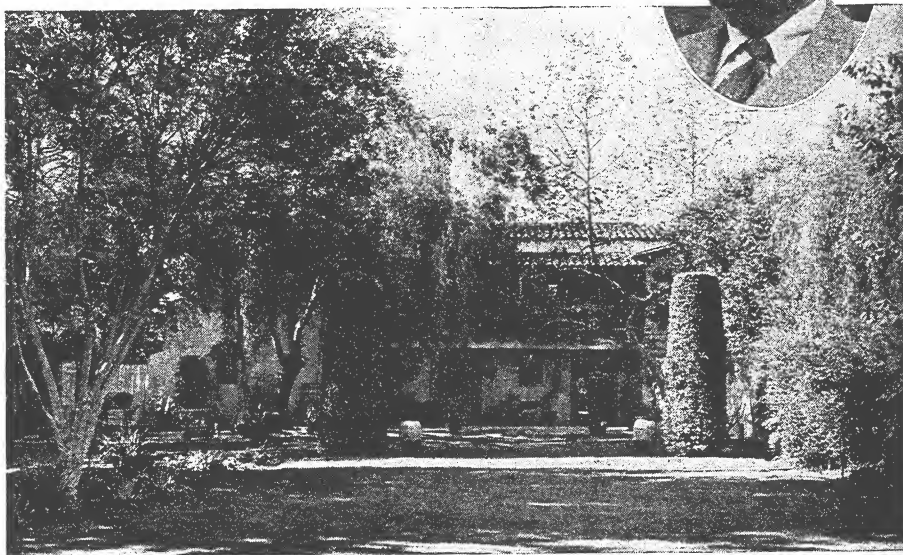
The Code provides that the committee draw up a set of fair practices between actors and producers. The actors proposals concerned working hours, fair contracts, conditions of employment and impartial arbitration of disputes. Surely there can be no argument that these subjects come under the heading of fair practices.

The producer members, early in the meetings, presented a list of abuses affecting employers for discussion. Many of these abuses were recognized by the actors and could have been corrected under the Code. However, these were later withdrawn with the announcement that no producer proposals would be submitted to the committee. From this it seems that the producers had decided in advance that they would grant no concessions and that the efforts of the actors to secure fair working conditions under the Code would be blocked if possible.

We shall watch with great interest Mr. Rosenblatt's decision in the matter. In the past he has proven himself fair and just. He has always been sympathetic to the actors' problems. We have no reason to fear that his attitude will change now.

Since garbled versions of the actors proposals have appeared in the trade papers, the actor representatives feel that Guild members should have an opportunity of studying the entire document and deciding for themselves whether or not the demands are fair. Commencing on page 11 the proposals are published in full.

IRVIN S. COBB . . . *like so many other Film Notables . . . intrusted Ralph Lewis with the job of finding him just the right home . . .*



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Beverly Hills

Full Text of Actors' Code Proposals . . .

RULES OF FAIR PRACTICES GOVERNING RELATIONS BETWEEN PRODUCERS AND ACTORS

* * *

The following rules shall govern the relations and practices between producers and actors, as hereinafter defined, and are a portion of the provisions of the Code of Fair Competition for the Motion Picture Industry.

RULE I.

Definitions

The term "actor" as herein used includes actress, and the masculine gender includes the feminine. Wherever the context so requires the singular number shall be deemed to include the plural. The term "actor" as herein used includes all actors except extras under the jurisdiction of the Standing Committee for Extras. The terms "free lance actor" and "day player" as herein used include all actors except extras under the jurisdiction of the Standing Committee for Extras, and contract players. "Contract players" are actors under contract to a producer for three months or longer. In deciding which classification a player comes under, options shall not be considered. The term "day player" means an actor who is not a contract player, not an extra, and who has a contract with a producer for less than one week. The term "free lance actor" means an actor who is not a contract player, not an extra, and who has a contract with a producer for a period of one week or more. The term "producer" as herein used is defined in Article I of the Code of Fair Competition for the Motion Picture Industry. The term "producer" also includes any employee of a producer engaged in an executive capacity, who does any of the things governed or prohibited, by these rules, including directors and assistant directors.

RULE II.

Violations

It shall be an unfair trade practice for any producer to violate any of the rules herein contained, and no producer shall violate such rules. No actor shall have the right to waive any of the foregoing rules, and such waiver shall be no defense to any claim of violation. It shall be an unfair trade practice for any producer to request an actor to violate any of the rules herein contained, and no producer shall make such request. Notwithstanding the foregoing, such rules may be waived as follows: If a producer at any time applies to the Administrator for an order that any motion picture actors' organization should be recognized as representing the main body of motion picture actors, the Administrator may make such an order, if he finds that such an organization does so represent, but he shall not so find if there is any other organization with more motion picture actor members than the one applied to be recognized. If the Administrator makes such order thereafter such organization may give such waivers for any of its members in good standing under rules to be agreed upon from time to time between the producer and the organization, subject to the approval of the Administrator.

RULE III.

Hours of Labor for Actors

(1) An actor shall be deemed to be working from the time at which he is notified by the producer to report for work until the time he is notified by the producer that his work is over for the day. Such period is hereinafter

designated as the work day. In the event that an actor is required to work at a place other than the main studio of the producer, and the actor returns from work the same day (that is, he does not live on location), no time used in travel shall be considered part of the work day of free lance actors or contract players, but in the case of a day player, he shall be deemed to be working for the reasonable time it will take to go to and from such location, to be measured as follows: thirty minutes to be allowed for each ten miles the location is distant from the main studio of the producer.



(2) Where meal periods normally occur during the work day, the actor shall be allowed an hour for each meal. Such meal periods when allowed shall not be included in calculating the work day, but in any such calculation, no period beyond an hour shall be deducted for any meal, nor shall meal periods be deducted except where given at normal meal times.

(3) The basic work day for actors shall be eight consecutive hours.

(4) Every actor shall be given at least fifteen hours rest between the end of one work day and the beginning of the next work day. Such period is hereinafter designated as the basic rest period. The basic rest period between Saturday or the day before a holiday and the next work day shall be thirty-nine hours. Holidays mean legal holidays in the State where the work is being performed.

(5) An actor may work longer than the basic work day; provided that the next basic rest period shall be increased by the amount of overtime the actor works. If a day player works longer than the basic work day, the producer shall pay him one-eighth of his daily salary for each hour or fraction of an hour of such overtime. If a contract player or free lance actor works longer than the basic work day on the last day of his engagement: (a) if he is under contract to the producer for further work, his rest period before his next work day shall be increased by the amount of such overtime; (b) if he is not under contract to the producer for further work, the producer shall pay him one-fourty-eighth (1-48) of his weekly salary for each hour or fraction of an hour of such overtime.

(6) No actor shall work on Sundays or holidays, as hereinbefore defined, unless he is given a compensating day of rest in the same week. A week for the purpose hereof begins at twelve o'clock on Saturday night and ends at twelve o'clock the following Saturday night.

(7) The substance and effect of the foregoing rules shall be incorporated in every contract hereafter entered into between an actor and a producer.

RULE IV.

Written Contracts

All contracts hereafter entered into between producers and actors shall be in writing. One original of said contract shall be delivered to the actor by the producer.

RULE V.

Contracts between Producers and Free Lance Actors. Contracts between Pro- ducers and Day Players.

The following regulations shall govern the making of contracts between producers and free lance actors and between producers and day players:

(A) Every contract hereafter entered into between a producer and a free lance actor or day player shall provide for continuous employment from the starting date to the termination date of such contract, and payment by the day or by the week for such employment. No contract or contracts hereafter entered into between a producer and a free lance actor or day player shall provide for the performance of a certain number of days' service out of a longer period (except Sundays and holidays); thus, a contract providing for eleven days' service out of a period of three weeks is hereby prohibited.

(B) Every contract between a producer and a free lance actor shall contain substantially the provisions in the form of contract hereinafter set forth, entitled "Minimum Standard Contract for Free Lance Actors," and no term in derogation thereof; provided, however, that the free lance actor may obtain better terms if he is able to do so, but the producer may not make a contract with a free lance actor on terms less favorable to the actor. Such contract is as follows:

(Minimum Standard Contracts are printed
in full on Page 23 et seq.)

Christmas Stock

just received from

England

NEARLY ONE THOUSAND
pieces fine old Crystal Tableware,

and

hundreds of items added to our
already fine stock of Silver, Sheffield,
Porcelains and Brass Fireplace Equip-
ment.

Present this advertisement and
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WEIL'S

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GENEVIEVE TOBIN ... in a new Evening
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Joe Smoot, Agent ...

By Lee Loeb

HE WAS smiling beatifically as he entered the Hollywood Building and pleasantly greeted those within a radius of a hundred feet with perfunctory hellos.

He knew everyone.

Into the already crowded elevator he wormed his way, and although uncomfortable, he managed to face the occupants in order to acknowledge his own importance as well as theirs with *more* hellos.

The elevator came to an abrupt halt on the sixth floor. Hurriedly, he walked down the long corridor towards his office.

Those left in the elevator lost no time in making conversation regarding Joe Smoot.

"Darn good agent. Always busy. Always hurrying."

Another volunteered, "Did you see that smile? I bet he just put over a big deal."

Joe opened the door marked, "Smoot and Turner, Agency," and was promptly greeted by Mary, the firm's stenographer, telephone operator, private secretary, all rolled into one. She told him that Terry Vane, the writer, was on the wire. Did he want to talk to him?

Nodding his head he walked towards his office only to be delayed by his partner, Mr. Turner.

"How did it go, Joe? Any luck?"

"Swell. Just wait until I get rid of this call and, believe me, I've got something to tell you."

In his small office he seated himself comfortably in his swivel chair and picked up the telephone receiver.

"Hello, Terry! How are you? . . . Fine . . . Listen, I just got back from Metro. Spoke to the big boss. It looks hot . . . Yeah, don't worry. I'll get a price for it . . . Yeah, I know . . . It's a slow business . . . Two months? It doesn't seem that long, but when you're working time passes quickly . . . All right . . . But you know I'm working on it . . . Okay. Okay . . . Okay. Bye."

"Mr. Bradshaw to speak to you, Mr. Smoot."

"Tell him I'm over at Warner's. Won't be back. Yeah . . . To call tomorrow."

"Mr. Smith on line two, Mr. Smoot."

"Okay, I'll take it. Bob! How are you, boy? . . . Good agents aren't in in the afternoon . . . Yeah, I'm working on it. Things should break in a few days. I put your salary up fifty . . .

That's what agents are for. You'll be working any day, now. I'll give you a buzz soon . . . Lots of luck. Okay. Bye."

"Mr. Kennedy to see you."

"All right. Send him in."

"Well, Mr. Kennedy, what can I do for you today?"

"I've heard a lot about you, Mr. Smoot, and I thought you'd like to handle me."

"Fine. Be glad to. What have you done?"

"That's the trouble, Mr. Smoot. I haven't been so lucky lately. Been out of work about seven months."

"Well, Mr. Kennedy, let me be frank with you. I have seventeen writers now. I spend twenty hours a day working for them. I'm sorry. I can't take on any more. My list is full."

"Sorry. No use taking up your time. Glad to have met you, anyway."

"Same here. Call me sometime. Anything I can do . . . You know. Good-bye."

"Mary, get me Joe Selby."

"Hello, Joe. How's things? . . . Fine. Heard you were going to change representatives. How about me? . . . I could plug you lots . . . I've only got four writers . . . and plenty of time to work on guys like you . . . No, I don't want to rush you. Think it over . . . Call me. Make it soon . . . To-morrow? . . . Fine."

"Mr. Smoot, Mr. Balbo . . ."

"Hello, George! Funny thing I was just about to call you . . . No, there's nothing new . . . I worked on it all afternoon . . . Yeah . . . You know how slow they are . . . That's great. Keep writing. You write it and I'll sell it . . . Wait a minute. Wait a minute. It's not my fault if they don't know a smash hit if they read one . . . Okay. Okay. I'll call you."

"Mr. Smoot, Mr. Denning to speak to you."

"That pest again!! I'm out. Take his message."

"He says he landed a job over at Paramount."

"What! Put him on. Tell him I just came in."

"Hello, hello, Harry! I got something hot. So hot it's sizzling . . . No kiddin.' You're set? Paramount? . . . How did it happen? . . . Well, you know that there are some things even agents can't do . . . Great! I'll fix the contract tomorrow morning . . . You set the price?"

(Continued On Page Twenty-four)

Inter-Office Communication . . .

By Leon Gordon

From: Reginald Schwartzwasser
General Manager
Screenable Pictures

To: Frank Piddle, Business Manager

Roudolph Romany, our star, showed up this morning with most of his hair pulled out and three front teeth gone. He says he ran into a door in the dark, but I think he took the idea from one of our pictures. I concentrated for a couple of hours and it came to me like a flash that we're the only studio that hasn't been taking advantage of other studios by trading stars with them. As Romany is no good to us until his teeth are fixed and his hair grows in, try and make a good trade with one of my friends before they get a chance to see him. Do it diplomatically, tactfully, ethically—and with positively no stink. Try to get Suzanne Peters. I saw her on the Boulevard some time ago in white flannel slacks and silver slippers—she looked elegant. Remember—no stink.

From: Frank Piddle

To: Mr. Reginald Schwartzwasser

Couldn't get Suzanne Peters. Indomitable Picture Corporation knows about Romany—their Mr. Indomitable is the guy that socked him. However, just closed negotiations with Adamant Productions to trade Romany for Clarice Bermuda. She is a little flat-chested, slipping and needs building up, so they threw in Iggle-Miggle-Piggle, their dog star. Suggest we pad up Bermuda and change Iggle-Miggle-Piggle's name to Sirius, which has always been a good name for a dog star.

From: Reginald Schwartzwasser

To: Frank Piddle

Dear Frank: This is to inform you that Clarice Bermuda just told me she is going to have a baby in four months; this is news to me as I didn't even know she was engaged. Sorry we traded as, by using a toupe and some store teeth, we could have fixed up Romany, but my wife says there is nothing we can do about Bermuda. Looks as if you bungled the whole thing.

From: Frank Piddle

To: Mr. Reginald Schwartzwasser

Have spoken to the director and he thinks he can photograph Bermuda from behind pieces of furniture.

From: Reginald Schwartzwasser

To: Frank Piddle

Dear Frank: Took up with our New York office about photographing Bermuda from behind pieces of furniture and they say it might get monotonous

for a whole picture. Consequently, you are hereby notified that, in accordance with Section three, Paragraph four of your contract, your services are no longer required. My kindest regards to yourself and the family.

From: Reginald Schwartzwasser

To: Malcolm Stewart Rabinowitz

Dear Malcolm Stewart: This is to inform you that you are hereby promoted to Business Manager of this studio from the head of the Mail Department. Please try and trade the dog, Sirius, that we got on the Romany deal. When you come to the house tonight, bring a couple of decks of pinochle cards.

From: Malcolm Stewart Rabinowitz

To: Reginald Schwartzwasser

I have traded Sirius to that new firm, Burpmaster and Horn, in exchange for three assistant cameramen they have under contract and an Eskimo dog sled we are positive to need if we ever do an Eskimo picture.

From: Reginald Schwartzwasser

To: Malcolm Stewart Rabinowitz

Are you crazy? What do we need the three assistant cameramen for, when all we have is two cameras? Rabinowitz, I'm disappointed in you. Remember, you're General Manager of a big concern—we're no snide outfit—we just bought a sentence from Damon Runyon. Remember this and trade off those assistant cameramen for something worth while. The idea about doing an Eskimo picture is positively a coincidence, because I just thought of the same idea myself, so I assigned four writers to an Eskimo story for which I already have the title—"Let 'em Eat Ice." Please give me your favorable reaction on that title.

From: Malcolm Stewart Rabinowitz

To: Reginald Schwartzwasser

Traded the assistant cameramen to Contaminated Comedies in return for a talking parrot that has a vocabulary of seventeen words, two sun-arcs which we need badly, and four scenario writers, including three Pulitzer prize winners and one that can really write. I think your title, "Let 'em Eat Ice," is a positive gem.

From: Schwartzwasser

To: Hugo Hang, Paymaster
Screenable Pictures

I am putting Malcolm Stewart Rabinowitz back in the Mail Room, so accordingly reduce his wages to what they was. Also, hold out forty dollars that he owes me from the last pinochle game. I am

(Continued On Page Twenty-four)

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Asteroids

Mrs. Dorcas McKim

A dashing young juvenile, named Frank Borzage, and a youth, named Charlie Ray, matched pennies to see which should play the leading role in "The Coward." Charlie Ray won and Thomas Ince allowed Frank to assist with the directing.

In those good old days—according to the unwritten memoirs of Mrs. McKim—Dorothy Dalton was a leading lady and William Hart was a star receiving the fabulous weekly salary of \$150. (Ingenués received \$65, heavies \$65, juveniles \$65, leading men, if exceptional, \$100.)

When it rained, the furnishings of the



Paul Power

The most serious problem which confronts the young actor in Hollywood is how to get experience — according to Paul Power. This problem years ago was solved for the ambitious and talented young mummies by the stock companies. One must live. One must get experience. Extra work is a possible solution to the problem of existence, but this affords no dramatic training.

So from whence will come the screen actors of the future?

"The studio stock company is an attempt to solve the problem, and in several of the studios these stock companies are handled with notable intelligence. In other studios, the stock players draw their salaries—\$35 to \$50 a week—and do nothing of consequence. Occasionally they are given a bit—a line or two of dialogue in scenes which, too often, are left on the cutting room floor. Casting offices, producers, directors have no means of discovering talent."

Power, one of Hollywood's best known and best liked troupers, a lawyer-actor, who has played leads and lesser roles and stood in for stars and served as atmosphere, believes that a solution is to be found in the little theatre. At present the actors receive no salary for their work—a matter which the Guild and Equity have under advisement.



"interiors" became limp and lifeless. Soggy carpets. And when the wind blew, table cloths had to be nailed down to the tables, and much trouble was experienced by the actresses in keeping their gowns from being blown up around their necks.

The studio was down on the water front—where Beverly Boulevard meets Malibu Road—and around it sprang up a colony called "Inceville."

Then Thomas Ince built his magnificent studio at Culver City. A new order of things had started. But never since then has there been the same spirit of comradeship.

With twenty years experience before the camera and on the stage, Mrs. Dorcas McKim, still very young in appearance, is an appealing mother type.

Bernardene Hayes

Starting as a blues singer, Miss Hayes, for two years carried a "chain commercial" for the Columbia broadcasting system. Over NBC she was known as "Miss Radio."

Then, four years ago, on a screen no larger than the cover of a magazine she made her debut in motion pictures. This was a momentous occasion, a modern miracle—the first television experiment of its kind in America. Setting: The WMAI studio, Chicago. Ghastly green make-up, low lighting, and on the miniature screen actors moved jerkily, talked, laughed and sang.

A year later Miss Hayes decided with unusual frankness that her voice was not



remarkable and that she could get no higher as a radio performer. So she journeyed to Hollywood.

Since then she has appeared in several important pictures and for dramatic training has played in more than twenty little theatre productions—five at the Pasadena playhouse, seventeen in the little theatres of Los Angeles. She is now appearing in "Goin' To Town" at the Town Hall Theatre in Laurel Street, and rehearsing for another production, called "Hit Me Again."

What is so rare in Hollywood, as a clear visioned young actress, who is versatile, pretty, and sincere in her work? If, in the near future, you should see her in feature roles—remember 'we told you so.'

Viewed by Eryas
Drawn by John Carr

.... Stars

Otto Kruger

Gobbed it during the War... studied engineering at Michigan and Columbia... worked as a telephone lineman and forest ranger... is nuts about trees and once bought an entire mountainful at Elizabethtown, N. Y. to save them from the lumberjacks... founded a colony there... is an expert fencer and could make a living playing the piano, fiddle or 'cello... born in Toledo, Ohio... family old Dutch and kin to Oom Paul Kruger of the Boer War... Hollywood doesn't seem to realize what a fine comedian he was on the stage...



Miriam Hopkins



but anybody who saw "The Nervous Wreck" or "The Royal Family" will never forget him... other well remembered Broadway successes of his were "The Natural Law," "Captain Kidd, Jr.," "Seven Chances," "Here Comes The Bride," "To The Ladies," "Private Lives," "Trelawney of the Wells," and "Will Shakespeare"... cleaned up on the Columbia-Stanford football game... first screen role was with Lee Tracy in "Turn Back The Clock"... after which Metro took a 99 year lease on him... great friend of the Barrymores and Doug Fairbanks... smash portrayals on the screen were in "The Prizefighter and the Lady," "Beauty For Sale," "The Comeback" and "Chained"...

FIRST real break came as one of the leads in Harlan Thompson's "Little Jesse James"... earlier breaks were busting her ankle twice... once just as she was about to go on as a dancer in an amateur performance... and another time just as she was about to sail for South America with a ballet troupe... bawn in Savannah, Gawgia... schoolin'—Goddard Seminary and Syracuse University, a Methodist institution... first legit. success was in "The Puppets" in which she trouped with Freddie March... did a spell in vaude... showed her versatility in such a variety of plays as "The American Tragedy," "Excess Baggage," "The Camel Through The Needle's Eye," "The Bachelor Father," "Ritzy," "The Affairs of Anatol," and "Lysistrata"... Paramount tapped her while she was appearing in the Aristophanic comedy... at first she refused, but the Paramount rushing committee talked her into appearing in their "Fast And Loose" at their Long Island studio... "Lysistrata" had no matinees, so she could shuttle back and forth... the rest is history... her blue eyes turn black when she's sore... in pictures she is superb in either comic or tragic roles... f'rinstance "The Sory of Temple Drake" and "She Loves Me Not"... other memorable picture parts were in "Design For Living," "Trouble In Paradise," "Dr. Jekyll and Mr. Hyde" and "All Of Me"...

Warren Williams

Refuses autograph-askers if they gurgle: "Please sign this, Mr. Barrymore"... o.k. if they spot him by his right name... his more discerning fans consider his racketeer in "Lady For a Day" the finest thing he ever did on the screen... born in Aitkin, Minn., where his old man owns the local bugle... scrapped with o.m. because he wanted to be a marine engineer, instead of a bush league Hildy Johnson... Uncle Sam won the argument when he took the caged eaglet, put him in the Army and sent him to France... first stage experience in a troupe touring the Divisions after the Armistice... after being demobbed in New York got Rich-



and Dix's role in road co. of "I Love You"... stock in Erie, Pa.... hit B'way in Rachel Crothers' "Expressing Willie"... Woolcott once wrote of him: "He has a Barrymore accent in his speech and a Barrymore tone in his voice, and he looks the very image of young John Drew who played 'Petruchio'"... probably best stage role was in "The Vinegar Tree"... Warner Bros. shanghaied him for "Expensive Women"... was borrowed by Sam Goldwyn for the elder brother role in "Nana," but after the first version was junked he was yanked home by Warner Bros.... probably a break at that... other pictures he scored in were "The Dark Horse," "Employees' Entrance," "Goodbye Again," "Gold Diggers of 1933" and "The Dragon Murder Case."

The Writers' Guild . . .

Novels, Plays, Stories, Articles

CLOK, HARRY—"The Milky Way"
(Play) Henry Duffy.
CROY, HOMER—"The Dear Departed"
Humorous article) Esquire.
GOLDBURG, JESSE J.—"A Sultan Who
Rules in America"
(Article) Magazine Section, L.A. Times.
GRASHIN, MAURI—"Two Lost Sheep"
(Play) Pasadena Community Playhouse.
HUGHES, LLEWELLYN—"Like Father,
Unlike Son"
(Story) MacLean's Magazine, Canada.
KOB, ARTHUR—"Storm Over the Bronx"
(Story) The New Yorker.
LASKY, JESSE Jr.—"Private Beach"
(Play) Bliss Haydon.

McCALL, MARY C. Jr.—"Incomplete
Returns" (Story) Delineator.
PARRISH, GEO. DILLWYN—"Hung For a
Song" (Novel) Farrar & Rinehart.
RAPHAELSON, SAMSON—"Old Love"
(Play) Crosby Gaige.
ROOT, LIN S.—"Color in the Movies"
(Article) Fortune.
RUTHVEN, MADELEINE—"Sondelius
Came to the Mountains"
(Poem) Primavera Press.
VEILLER, ANTHONY—"The Farmer's Son
and Daughter See It Through"
(Article) Liberty.

Assignments

SEPTEMBER 20 to OCTOBER 20

1—Original Story; 2—Adaptation; 3—Dia-
logue; 4—Continuity; 5—Lyrics; 6—Music;
*—In Collaboration.

ADAMS, FRANK R.—Paramount
"Lady Beware!" 2-3-4*.
BALDERSTON, JOHN L.—Paramount
"Lives of a Belgal Lancer," 3-4*; "The
End of the World," 2-3-4*.
BARTLETT, SY—Warner Bros.
"From This Dark Stairway," 2-3-4.
BLOCK, RALPH—Warner Bros.
"Caliente," 2-3-4*.
BRACKETT, CHARLES—Paramount
"Win or Lose," 2-4*.
BUFFINGTON, ADELE—Universal
"Lady Tubbs," 2-3-4*.
CHANSOR, ROY—Warner Bros.
"Women Are Bum Newspapermen," 2-3-4*.
CLOK, HARRY—Paramount
"Milky Way," 2-3-4*; Universal, "Mr. Dy-
namite," 2-3-4*.
COOPER, OLIVE—Mascot
"The Marines Have Landed," 3*.
COSLOW, SAM—Paramount
"All the King's Horses," 5-6.
DARLING, SCOTT—Liberty Prod.
"Sweepstake Annie," 1-2-3-4.
DIX, MARION—R.K.O.
"Abbe Constantin," 2-3-4.
DOLAN, FRANK—Universal
"Jan of the Jungle," 2-3-4.
DUNNE, FINLEY PETER Jr.—Universal
"The Man Who Reclaimed His Head," 3.
FORT, GARRETT—Columbia
"The Mills of the Gods," 2-3-4; "If You
Could Only Cook," 2-3-4.
GARRETT, OLIVER H. P.—M.G.M.
"The Journey," 1-2-3-4.
GLASMON, KUBEC—Columbia
"Spring 3100," 2-3-4*.
GOLLOMB, JOSEPH—Fox
"Trouble in the Air," 1.
GOODWINS, LESLIE—R.K.O.
Ed Kennedy Comedy, 1-3-4; Chic Chandler
Comedy, 1-3-4.
GORNEY, JAY—Fox
"Red Heads On Parade," 1-2-3-4-5-6*.
GRANEMAN, EDDY—Beacon Prod.
"Thunder Over Texas," 1-3-4; Jay Dee
Kay Prod., "Woman of Destiny," 1; B-T
Prod., "Murder in the Mountains," 1.
GREENE, EVE—M.G.M.
"First of the Month," 2-3-4*.
GRUEN, JAMES—Mascot
"Behind Green Lights," 2-3-4*.
HALL, NORMAN S.—Monogram
"Flirting With Danger," 2-3-4*; "Reckless
Romeos," 2-3-4.
HAYWARD, LILLIE—Warner Bros.
"Women Are Bad Newspapermen," 2-3-4*.
HERZIG, SIEGFRIED—R.K.O.
"Adios Argentina," 1*.
HUGHES, LLEWELLYN—Fox
"East End West End," 1-2-3-4.
JOHNSON, HENRY—Fox
"Ten Dollar Raise," 2-3-4*.
JOHNSON, NUNNALLY—20th Century
"Cardinal Richelieu," 1-3-4*.
JOSEPHSON, JULIAN—Fox
"Redheads On Parade," 2-3-4*.
KARNOPP, A. J.—Windsor Prod.
"Return of the Gaucho," 1-2-3-4.
KLEIN, PHILIP—Fox
"Dante's Inferno," 1-2-3-4*.



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KOBER, ARTHUR—Fox
 "Wanted—The Cisco Kid," 2-4.
KRIMS, MILTON—R.K.O.
 "Portrait of Laura Bayles," 3-4*; "Adios Argentina," 2.
LASKY, JESSE Jr.—Fox
 "Royal Road to Romance," 2.
LAWSON, JOHN HOWARD—Columbia
 "Party Wire," 2-3-4*.
LEE, ROBERT N.—Warner Bros.
 "The Case of the Velvet Claws," 2-3-4.
McCALL, MARY C. Jr.—Warner Bros.
 "North Shore," 2-3-4*; "Midsummer Night's Dream," 2-3-4*.
MARLOW, BRIAN—Columbia
 "Lady Beware," 1.
MINTZ, SAM—R.K.O.
 "Roberta," 2-3-4.
NIBLO—FRED Jr.—Columbia
 "Fugitive Lady," 2-3-4*; "Mistaken Identity," 2-3-4*.
NICHOLS, DUDLEY—Paramount
 "The Crusades," 2-3-4.
PARKER, AUSTIN—Warner Bros.
 "Hostess," 2-3-4; "North Shore," 2-3-4*.
PARSONS, LINDSLEY—Monogram
 "Texas Terror," 1-2-3-4.
PARTOS, FRANK—Paramount
 "Wings In the Dark," 2-3-4*.
PURCELL, GERTRUDE—Columbia
 "A Feather In Her Hat," 2-3-4.
RAPHAELSON, SAMSON—Fox
 "Call of the Redwoods," 1-2-3-4.
RIVKIN, ALLEN—M.G.M.
 "Repeal," 3.
ROBERTS, MARGUERITE—Paramount
 Untitled, 1-2*.
ROBINSON, CASEY—Warner Bros.
 "Main Street," 2-3-4.
ROOT, WELLS—M.G.M.
 "The Wind and the Rain," 2-3-4.
ROTHAFEL, ROBERT CHARLES—Univ'l
 "Speed," 1-2-3-4.
RUTHVEN, MADELEINE—Paramount
 "Kids On the Cuff," 2.
SCHUBERT, BERNARD S.—M.G.M.
 "Backfield," 2-3-4*; "Vampires of Prague," 2-3-4*.
SCOLA, KATHRYN—Paramount
 "The Glass Key," 2-3-4*.
SEGALL, HARRY—M.G.M.
 "Tabloid," 3-4*; "Wicked Woman," 3-4*.
SHEEKMAN, ARTHUR—Sam Goldwyn
 Untitled, 1*.
SIMMONS, MICHAEL L.—Universal
 "The Raven," 2-4*.
STEWART, DONALD OGDEN—M.G.M.
 "Marie Antoinette," 2-3-4*.
SUTHERLAND, SIDNEY—M.G.M.
 "Saratoga," 2-3-4*.
TRIVERS, BARRY—Universal
 "Lady of Quality," 2-3-4*.
TROTTI, LAMAR—Fox
 "Bachelor of Arts," 2-3-4; "Life Begins At Forty," 2-3-4.
TUPPER, TRISTRAM—Monogram
 "The Hoosier School Master," 2-3-4.
TWIST, JOHN—R.K.O.
 "Adios Argentina," 2*.
VEILLER, ANTHONY—Paramount
 "Miss Nightingale," 1-2-3-4; "Father Brown, Detective," 3*.
WEAD, FRANK—M.G.M.
 "The Marines Have Landed," 1-2-3-4*.
YOST, ROBERT—Fox
 "Dante's Inferno," 1-2-3-4*.

The Supervisor's Assistant . . .

By Jesse L. Lasky, Jr.

I CAME into the inner-lair of the Third Assistant Supervisor. He was completely alone, a couple of murdered scripts lay in their own blood in the corner, a half-smoked cigar lolled out of his mouth. He had been going over a production schedule, and looked as though he didn't want to see me.

"I don't want to see you," he said.

I clung to the woodwork, and tried to resemble a mural. Then he saw it, that yellow, half-born thing under my arm, a new script.

"What you got there?"

I tried to tell him, but my voice faltered, so he took it away.

Fiercely his eyes pierced into my young hopeful. I knew something was wrong, something terrible was wrong. He glared at one page, until I thought he might bite into it, and chew up the offender.

"What the hell's that?" he said.

"What the hell's what?"

"That word!"

He stared it down, shook ashes upon

it, kicked it with his foot. "Arrogant!" he exploded. "You think the general public are going to know what that means? You think Tom, Dick, Harry and Moses, and all the people in Squeahatch and Peuw River will know the meaning of the word 'arrogant?'"

I was silent. I felt that he was right.

"Pick up the telephone," he snapped.

I obeyed. The operator's voice tinkled up, a strange friendly, polite, familiar thing.

"Number please?"

"Ask her if she knows what 'arrogant' means," he said through his teeth.

"Do you know what 'arrogant' means?" I asked the operator fearfully. There was an awful pause . . . then her sweet voice rippled up again.

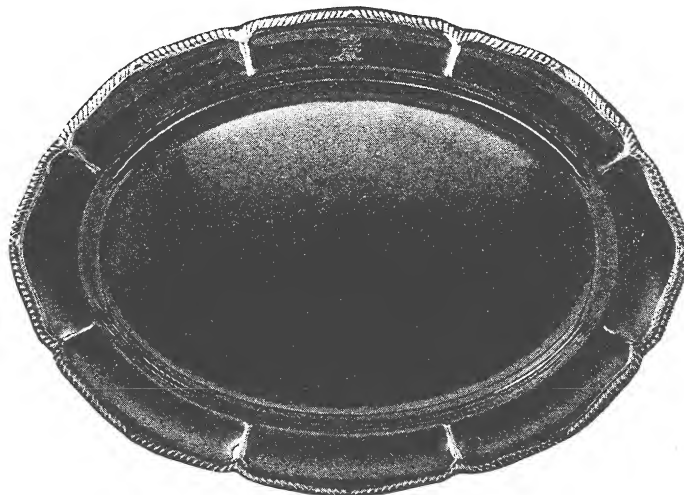
"Why, yes sir. It means proud, conceited."

I hung up.

"Well?" he groused at me, "what did she say?"

"She said it means proud, conceited."

"You see . . . one in a hundred . . . One in a hundred will know."



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The Call Board . . .

PREPARATIONS are rapidly going forward for the Second Annual Screen Actors' Guild Ball, to be held at the Biltmore Bowl, Thanksgiving Eve, November 28th.

In an undertaking of this magnitude the fullest cooperation is necessary. With the cooperation of all Actor Guild members this affair—the year's most delightful social event—will be a greater success even than the ball of last year.

Your assistance in the sale of tickets will be particularly appreciated. Reservations can be made by telephoning to the Guild offices; and, as accommodations for the Ball are limited, there should be no delay in making these reservations.

The following committees have been appointed by the Board of Directors. Kenneth Thomson, Richard Tucker and Franklin Parker, will serve as ex-officio members of all committees.

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The Junior Guild . . .

FOR months, ever since the first Junior Guild member signed an application, there has been a constant demand for a "get-together." Well—here it is! We'll be seeing you at the "Gay Nineties Cafe," 1549 No. Vine Street, Hollywood, on Friday evening, November 9th.

This is the Junior Guild's party, for Guild members and their friends. The price is so low that everyone can attend—only 55c including tax. It will be our big night, and it's going to be a great party.

The floor show alone will be worth several times the price of admission. The entire "Gay Nineties" floor show will be presented. There will be special features by the Junior Guild, and, of course, dancing from 9 p. m. to 4 a. m. After that if you aren't satisfied just pass the hat and extend it over the weekend.

This is our opportunity to do something that will give the Junior Guild prestige in the film colony. If we put this over it will go a long way toward bringing us closer together. In its footsteps will follow other entertainment. A number of Junior Guild members have expressed a desire to start a Little Theatre movement. This and many other helpful pleasures can be added to our program as time goes on. Get behind your entertainment committee; let them know what you would like to have done.

Here is your opportunity to show your Guild that you are willing and anxious to do your part. Give the dance your wholehearted support. See that every Guild member has two or more tickets. Plan a party—it is going to be worthwhile—your friends are bound to enjoy themselves. Don't wait for someone else to sell the tickets; come up and do your share. This is the first time the majority of Junior Guild members have ever been asked to help put over something for themselves. It is our first rally, and we are confident that you will respond eagerly to the call.

It is very important that you notify the Guild when you move. It costs two cents for the post office to notify us of a change of address. Granted that this does not sound tremendous—but when you realize that our members move on an average of 200 to 300 each month, it assumes large proportions. Besides that, you miss the magazine, and it is very important that every Guild member receive a magazine. For through this

medium we keep you posted regarding the Guild's progress. During the next few months many things are scheduled to happen, and only by reading the Screen Guilds' Magazine can you obtain accurate accounts of the Guild's activities. We feel that this is a much better medium than open meetings. First, the magazine reaches every bona fide member. A general meeting reaches, on an average, less than one-third of the mem-

bership. Secondly, the magazine costs us little or nothing to publish as the advertising carries most of the load. A general meeting is very expensive; it costs nearly one hundred dollars in time and postage to send out the notices, with the hall and general expenses extra.

We are looking forward to seeing you on November 9th at the "Gay Nineties Cafe."

Don't forget to pay your dues !!!



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"Human Interest"

By GRACE NORTON

A GRAY drizzle of rain turned the streets into shining black lacquer. It dripped from the faded awnings over the fronts of the dingy stores along that part of Main near First street, where pawnshops and second-hand clothing stores display their pathetic assortment of odds and ends.

A young man in a camel's hair coat and a Trenton hat, and a girl in a blue ulster, stood under one of the dripping awnings.

"I hope you're satisfied," the young man said. "We've visited every flop house and handout mission in this end of town, and all we've got to show for it is wet feet and rain down our necks."

"I told Fred I'd get it, and I will—if I have to stay out all night," the girl said, a look of dogged determination on her pretty face. She wrote human interest stuff for the *Times*. That was the only thing the young man, who was a rewrite man on the same paper, had against her.

"Look . . ." she whispered suddenly, clutching his arm and nodding toward a wizened old man who stood in the slashing rain gazing into one of the lighted windows with a look of utter longing and absorption upon his face. He shivered against the wind that whipped down the street, and blew upon the backs of his hands. But he never took his gaze from the object he was looking at.

"He's probably an ex-rewrite man who spent his youth chasing down human-interest yarns on rainy nights," the young man said.

The girl didn't answer. "Goya would immortalize him," she said; "he would immortalize him as Longing, and Pathos, and Futility . . ."

The young man gave her a look. He knew she would write it up in the morning just that way. Sob stuff . . . tear jerker. . . .

"What do you suppose he's looking at?" the girl asked.

"A gun . . ." the young man said in a hollow voice, "to blow his brains out. . . ." But he felt kind of lousy about it, after he'd said it. The poor old tramp looked like a man in Dante's *Inferno*. Tormented, despairing, comfortless.

They moved closer to see what it was he was staring at, oblivious to the rain and the cold and the passersby. They looked over his shoulder into the window.

He was staring at a suit of red flannel underwear marked ninety-five cents.

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So Your Going to Tahiti?

(Continued From Page Nine)

"Oh, Marian, I can't bear it—we may not go after all. Casper's secretary just phoned from the French consul place and told Casper that my certificate thing will get me out of this country and into Tahiti, but I can't possibly get back into the States without a re-entry something or other, which calls for my former marriage papers, more birth certificates, and more of those awful passport pictures."

"Oh! How nice."

"Isn't it? I guess I'm just not destined to go. Our only hope is that nice Al Cohn, who says to go ahead and he'll see what he can do about getting me back in when we return. Isn't that a pretty picture—me cruising back and forth from San Francisco to Tahiti the rest of my life because they won't let me off at either end? It just doesn't seem to mean anything to be born in Brooklyn."

"I know just what you mean, dear."

Santa Barbara

Monday, August 27th, 6:00 P. M.

"Well, you four dears, before you take another drink I want to tell you that I've got *all the dope* for you on Tahiti! Helen Casserly was there last spring and I phone her today and she told me plenty. She says not to *think* of taking a house—it would take at least two weeks to clean it and put it in order and you'd have the devil's own time finding decent servants. She says to stay at The Coral Reef Hotel, which is perfectly lovely and the food is really quite good. She says to wear sneakers *everywhere* as you are liable to all kinds of infection; to travel very lightly; not to take any new or good clothes at all, and to protect yourself in every way possible against leprosy, elephantiasis, and a little blue flower that blooms everywhere and the No-No fish, which is deadly poisonous, but which you can't find at all when you want to because it's exactly the color of the sand. But she said you'll really love every minute of it because the sunsets are so lovely."

Burlingame

Tuesday, August 28th, 6:00 P. M.

"But I was there just a few months ago, and although I don't know this Caserly person, I do know that you *must* take a house for the month because twenty-four hours in the Coral Reef Hotel is plenty long enough for any civilized human. The food is beyond words *atrocious* and everything about the place is unbearable. You must rent a little car (which will cost you only about \$420 for the month), and the drivers are all *most* attractive. Whatever else you do, be sure not to touch a *drop* of water until you have boiled it thoroughly. And are you a camera enthusiast, Casper?"

"Yes, rather. Jack and I each have

ten rolls of sixteen millimeter film and ten loads of Leica apiece."

"Well, that's really a shame, because the duty on your film going in to Tahiti is *prohibitive*, and because of the humidity, it swells and sticks in your camera ten minutes after you've loaded it."

"Gee, that's too bad. How about the fishing, is it any good?"

"Not particularly, but you won't mind that because the *greatest fun you'll have* is going out in a boat and looking down through a box with a glass bottom to see the cute little fellows swimming around."

"Oh, something like Catalina."

"Yes, only not quite so much fun because it's only a *little* box and the glass isn't magnifying."

"Oh. I see."

"I do hope you girls are traveling light. I made the mistake of taking some clothes along and you really *never* wear them. You wear just the native *pareus* from four on."

"From four?"

"Oh yes, everybody rises at four a. m. There's really no point in trying to sleep later because the whole island wakes at that time and you couldn't really sleep longer even if you wanted to."

"Well, what time do you usually turn in?"

"Oh, there's the cinema once a week, and Moo Fat's is a fascinating native cafe, where you'll go a lot. I should say we were usually in bed by eleven or twelve."

"Are there some nice long walks around the island?"

"Yes, but be awfully careful about the little blue flower. And whatever you do don't take any leather shoes—because the humidity is so terrific that everything mildews. But you *will* love the sunsets—they're really *lovely*. And the mangoes are delicious. And the fish isn't bad at all, for the most part."

"But Casper doesn't *like* fish—even if it's good."

"Oh! That's really a shame."

Aboard S. S. Maunganui, September 4th
1418 miles from Tahiti
2247 miles from San Francisco

"Thank God, he was on board."

"Who?"

"That nice Mr. Hall. I'm trying to think what he wrote."

"Why, he co-authored 'Mutiny on the Bounty' and a couple of others."

"He certainly was a godsend. I haven't any of the qualms I had before talking to him."

"Neither have I. You know what I *really* wish, Flo. I almost wish we were going down to *live* there—right alongside him."

"I do too. There's nothing I'd enjoy more—if only Casper liked fish."

THE FUTURE

Meteor & Minnie

In Long Beach, California, last week, one-time cinema idol Rudyard Remington (who earned one million dollars in five years), told of his plan to make a screen comeback. "When I get in the money again, no more big houses, expensive parties, or high-priced cars for me," Remington promised the reporters who visited the stables where he keeps the horse and wagon he is now driving for a local bakery.

Not one to fill swimming pools with champagne, Milton Morton (who has directed 17 successful pictures at a salary of \$2,000 a week for the past four years), testified before a Los Angeles bankruptcy referee that his sole asset out of a series of careful but unfortunate investments was a miniature golf course.

Odds Even

Although neither story is new to Hollywood, the hard-working, careful Mortons outnumber the improvident, careless Remingtons 10 to 1. Only advantage, as one wag pointed out, is



MINNIE OWNER OR BUBBLY BATHER
Does your photo belong here?

with the Remingtons—who get none of the worry, all of the good times, and only half of the high blood-pressure.

Skeleton vs. Security

In every Hollywood closet hangs the skeleton of some investment, once considered sound and profitable. Be it Peruvian bond, Siberian weasel farm, or suburban subdivision, no proposition looks silly until dividends stop, principal is endangered.

Protection of an assured type can guard you against promoter's bark, assessment's bite. This protection can be obtained only through an annuity—which gives you security rather than securities.

Forget the market's fluctuations; laugh at passed dividends; ignore frozen real estate—all this you can do if you own a contract whereby you are to receive a stated sum each and every month (i. e. an annuity).

Logical Leven

Big (2,000,000 policy holders), strong (\$7,000,000,000 worth of insurance in force), New York Life is the logical company for your annuity.

Experienced, popular (during the past year he did more than two-thirds of a million dollars worth of cash business) Benjamin Leven is your logical annuity counsellor, will gladly outline a Schedule of Future Income for you without obligation.

Points to remember: 1) Annuities can be purchased in units as low as \$100. 2) Mr. Leven's address: Suite 310 Guaranty Bldg., Hollywood. 3) His phone number: HE. 3862.



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Equity and the Guild

During the past week the trade papers have given a great deal of publicity to the proposed affiliation between the Guild and Equity. The Board of Directors has issued no statements and much of the material published is inaccurate.

It seems a proper time to assure our members that the promises made at the time of our organization will be kept. The control of the Guild will remain in Hollywood and in the hands of sane, responsible members of our industry. The Board will never submit to the membership any plan which would threaten our complete autonomy.

When the negotiations between the Guild and Equity have reached the point of a definite plan, each member will be given time to study the proposal before voting on it. Under the By-laws an affiliation or contract with another organization must be approved by a vote of 60 per cent of the entire Class A membership.

Further details will be mailed to members before the next issue of the magazine.

Why Vote for Merriam?

(Continued From Page Three)

tional administration is trying to do for the people as a whole.

There is far too much at stake for all of us, for California to upset the progress made to date by an ill-considered plunge into an emotional experiment directed by incompetents. Such a move would set the cause of liberalism back 50 years.

What Merriam Will Do:

Governor Merriam is the only candidate who has a chance to defeat Upton Sinclair. His five months in office have demonstrated his honesty, ability and social vision.

He has promised a non-partisan, "fusion" administration, manned by able counsellors from all responsible parties and economic groups.

He is pledged to the principle of collective bargaining for labor. He has under way measures by which the state will supplement and expand the unemployment relief program of the federal government and the city and county governments.

He promises drastic reductions in the state governmental costs by methods which will harm nobody.

He is sane, practical and experienced in government.

Vote for Merriam for Governor—Hatfield for Lieutenant Governor.

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(Continued From Page Eleven)

**MINIMUM STANDARD CONTRACT FOR
FREE LANCE ACTORS**

This agreement made at _____,
this _____ day of _____, 193____, between
_____, hereinafter called "Producer," and
_____, hereinafter called "Artist."

WITNESSETH:

(1) The producer hereby engages the artist to render services as such in the role of _____ in a photoplay the working title of which is now "_____" at a salary of _____ Dollars (\$____) per week. The artist accepts said engagement upon the terms herein specified. This contract is confined to the playing of said role in said photoplay and does not and may not include the playing of any other role in said photoplay or the playing in any other photoplay.

(2) The term of employment hereunder shall begin on or about the _____ day of _____, 193____, and shall continue thereafter until the completion of the photographing and-or recodation of said role. If after the expiration of the term hereof the producer should desire the services of the artist in making retakes, or in making added scenes, or in making any "transparencies" or trick shots, or in making "trailers," or in making any change or changes in said photoplay, or in making any foreign version or versions of said photoplay, then and in either of said events, the artist agrees to render such services in connection therewith as and when the producer may request, unless the artist is otherwise employed, but if otherwise employed the artist will co-operate to the fullest extent in the making of such retakes, added scenes, "transparencies," trick shots, "trailers," changes, and-or foreign versions. Services in connection with retakes, added scenes, "transparencies," trick shots, "trailers," and-or changes, if such services are commenced within six months after the expiration of the term hereof, shall be at the same rate of compensation as herein set forth, except that compensation for such services shall be paid only for the days on which the artist is actually so employed, and except also that the "Minimum Standard Contract for Day Players" shall apply to the computation of time in connection with such services. It is agreed, however, that if prior to the commencement of the rendition of such services, the producer shall have agreed in writing to guarantee the artist at least one

(1) week's work or one (1) week's compensation in connection with such retakes, added scenes, "transparencies," trick shots, "trailers," and-or changes, then and in that event, the artist's services in connection therewith shall be upon the same terms and upon the same rate of compensation as elsewhere in this contract set forth, such compensation to be paid from the time when the artist's services are first rendered in connection with such retakes, added scenes, "transparencies," trick shots, "trailers," and-or changes, until the completion of the artist's services in connection therewith. The phrase "on or about" as hereinabove used shall allow a latitude of twenty-four (24) hours (exclusive of Sundays and holidays) either prior to or after the date hereinabove specified as the commencement of the term hereof; it being agreed that the exact date for the commencement of the term hereof is to be specified by the producer and is not to be earlier than twenty-four (24) hours before the date hereinabove specified, nor later than twenty-four (24) hours after the date hereinabove specified (exclusive of Sundays and holidays). The term "role" as used in this agreement shall be deemed to refer to said role as now written and-or as it may from time to time hereafter be rewritten and-or lengthened and-or shortened by the producer in the exercise of its sole discretion and judgment.

(3) The artist agrees to be prompt in ap-

pearing for work as required by the producer, to perform services hereunder in a conscientious and painstaking manner and in accordance with the reasonable instructions of the producer, and to abide by the reasonable studio rules and regulations of the producer. The producer shall have the exclusive right to the services of the artist during the term hereof, and the artist agrees that during the term hereof the artist will not render any services of any kind to or for any person, firm, or corporation other than the producer, without first obtaining the express written consent of the producer.

(4) The term "photoplay" as used in this agreement shall be deemed to include motion pictures produced and-or exhibited with sound and voice recording, reproducing and-or transmitting devices, radio devices, and all other improvements and devices which are now or may hereafter be used in connection with the production and-or exhibition and-or transmission of any present or future kind of motion picture production. The producer shall have the right to photograph and-or otherwise produce, reproduce, transmit, exhibit, distribute, and exploit in connection with said photoplay any and all of the artist's acts, poses, plays and appearances of any and all kinds hereunder, and shall further have the right to record, reproduce, transmit, exhibit, distribute, and exploit in connection with said photoplay the artist's voice, and all instrumental, musical and other sound effects produced by the artist in connection with such acts, poses, plays and appearances. The producer shall likewise have the right to use and give publicity to the artist's name and likeness, photographic or otherwise, and to recordings and reproductions of the artist's voice and all instrumental, musical and other sound effects produced by the artist hereunder, in connection with the advertising and exploitation of said photoplay. The rights in this paragraph granted to the producer shall inure to the benefit not only of the producer, but also to the benefit of all persons who may hereafter acquire from the producer any right to distribute, transmit, exhibit, advertise, or exploit said photoplay.

(5) The producer agrees that it will not "dub" or use a "double" in lieu of the artist, except under the following circumstances: (a) when necessary to expeditiously meet the requirements of foreign exhibition; (b) when necessary to expeditiously meet censorship requirements, both foreign and domestic; (c) when, in the opinion of the producer, the failure to use a "double" for the performance of hazardous acts might result in physical injury to the artist; (d) when the artist is not available; and (e) when the artist fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music or other similar services requiring special talent or ability other than that possessed by the artist. The artist does hereby agree that under either or any of the conditions hereinabove in subdivisions (a) to (e), both inclusive, of this paragraph (5) set forth, the producer shall have the right to "double" and-or "dub" not only the acts, poses, plays and appearances of the artist, but also the voice of the artist, and all instrumental, musical, and other sound effects to be produced by the artist, to such extent as may be required by the producer.

(6) Where the services of the artist are required to be performed outside of the City of Los Angeles, California, or its environs, the producer shall transport the artist and the reasonable personal baggage of the artist, and pay all necessary traveling expenses of the artist, including reasonable charges for board and lodging. Where the main studio of the producer is located at a place other than the City of Los Angeles, California, or its environs, such city shall be deemed to be substituted for Los Angeles.

(Continued On Page Twenty-five)

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Inter-Office . . .

(Continued From Page Thirteen)

It is impossible task to trade off a talking parrot with a vocabulary of 17 words to any other studio. How you ever got stuck with the bird in the first place is a mystery to me.

From: Schwartzwasser
To: Plotkinson

Mr. Ike Plotkinson, you were not hired to settle mysteries, but among other things to make an advantageous trade on one very fine and intelligent bird. Remember, it's not the parrot as much as the principle of the thing. That little bird represents to us the sole remains of a star we once owned. Remember, I'm depending on you to trade us back to where we used to be.

From: Plotkinson
To: Schwartzwasser

I'm no magician, I can't change a parrot into a male box-office star. What's more, after being here three days, I don't think I like your studio so much after all. I want my release.

From: Schwartzwasser
To: Plotkinson

If that's how you feel about it, Mr. Plotkinson, we won't have you here any longer. I have arranged with Adamant to give you back to that studio. But in return for you, I got back my Roudolph Romany, with his hair all grown back and front teeth installed so you'd never know they have been knocked out. And also, the parrot I keep.

Joe Smoot . . .

(Continued From Page Twelve)

. . . . That's more than you got before!
. . . . Fine! I better look it over anyway. See you to-morrow. 'Bye.'

Simultaneously with the click of the receiver Turner entered Mr. Smoot's office and anxiously said, "You've kept me waiting twenty minutes. I'm on pins and needles. For heaven's sake, tell me! What's the good news?"

"Good news? Oh, yes. Congratulate me, boy. I'm going places."

"Sure. Congratulations."

"After four years I did it!"

Turner asked his partner impatiently, "Did what?"

Mr. Smoot continued enthusiastically, completely disregarding the question, "But I made up my mind that I'd do it this afternoon . . . and I did it!"

Weakly, Turner asked again, "Did what?"

"I broke ninety ! ! !"

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Standard Contract

(Continued From Page Twenty-three)

(7) If the production of said photoplay be necessarily prevented, suspended, or postponed during the course of production, by reason of fire, earthquake, flood, strike, riot, act of God, or of the public enemy, no salary need be paid the artist for the first week's prevention, suspension, or postponement. If the production of said photoplay be prevented, suspended, or postponed by reason of the illness of any other member of the cast or of the director, full salary shall be paid the artist for the first week's prevention, suspension, or postponement. It shall be the duty of the producer during the first week of any prevention, suspension, or postponement to notify the artist in writing whether the producer will entirely discontinue the production or further suspend or postpone it, and in the latter event the producer shall pay the artist half salary during such further suspended or postponed period. At the end of five weeks from the date on which the producer has stopped production the artist may terminate this employment if the artist so elects, unless the producer continues thereafter to pay the artist full weekly compensation. If the production of said photoplay is prevented, suspended, or postponed for any reason hereinabove in this paragraph provided, then and in that event the producer may terminate this employment at any time after the commencement of such prevention, suspension, or postponement. If the producer elect to terminate this employment by reason of the illness of any other member of the cast or of the director, then the producer shall be obligated to pay the artist such balance, if any, as is then unpaid for services theretofore rendered by the artist, and also one week's compensation, upon the payment of which the producer shall be discharged of and from all liability whatsoever hereunder. If such termination be based on the happening of any other cause hereinabove in this paragraph set forth, then the producer shall be obligated to pay the artist only such balance, if any, as is then unpaid for services theretofore rendered by the artist, and upon the payment of such unpaid balance, if any, the producer shall be discharged of and from all liability whatsoever hereunder. The producer need pay no salary during any period that the artist is incapacitated, by illness or otherwise, from performing the required services hereunder, and in the event of such illness or incapacity the producer, at its option, may terminate this employment without further liability. The word "illness" as herein used includes bodily injury from accident.

(8) The producer/artist agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required the producer shall supply the same. Any loss of or damage to costumes, wardrobe, and other property furnished by the artist necessarily arising through the performance of the artist's services, or through lack of due care on the part of the producer, shall be paid for by the producer to the artist. All costumes, wardrobe, and other property furnished by the producer shall belong to the producer and be promptly returned to it, and any loss of or damage thereto arising through lack of due care on the part of the artist shall be paid for by the artist to the producer. Any loss of or damage to wardrobe, for which either party hereto may be liable, shall be computed on the basis of depreciation schedules to be furnished from time to time by the American Appraisal Company.

(9) The producer may terminate the artist's employment at any time, either prior to the commencement of production of said photoplay or during the course of production; provided,

however, that if the producer elect to terminate the artist's employment hereunder, the producer shall be obligated to pay the artist the balance, if any, which is then unpaid for services theretofore rendered by the artist, and also either one week's compensation or the balance of the guaranteed employment under paragraph (11), whichever shall be greater, subject, however, to the provisions of paragraph (7) hereof.

(10) The standard week hereunder shall be deemed to start at 12:01 A.M. on Sunday and to end at twelve o'clock midnight on the succeeding Saturday. If the starting date hereunder comes on a day other than the first day of the week, or if the termination of the artist's service hereunder comes on a day other than the last day of the week, the producer shall not pay for a full week for such first and last week but shall prorate the artist's compensation for such weeks on the basis of one-sixth (1-6) of the artist's weekly salary for each day; provided, however, that nothing in this paragraph contained shall limit the guarantee of employment contained in paragraph (11) hereof, nor shall anything herein contained limit in any way continuous employment of the artist by the producer. This contract is for continuous employment and the artist shall receive compensation at all times from the starting date of this contract until he is finally notified of the termination of his employment. Compensation to the artist hereunder shall be payable on — (here fill in day of week) for services rendered up to and including the preceding — (here fill in day of week). The artist's compensation shall begin on the date herein specified as the starting date hereof and the artist shall be required and only required to report for work on such date. If the services of the artist at the commencement of the term hereof are to be rendered on location, his compensation shall commence from the time reasonably required to reach such location from the producer's main studio. If the services of the artist at the end of the term hereof are being rendered on location, his compensation shall continue for the time reasonably required to reach the producer's main studio from such location. "On location" means working at a place where the artist does not return between work days to the City of Los Angeles, California, or its suburbs, or if such production is from a studio other than one in or near Los Angeles, California, then to such city or its suburbs.

(11) The producer guarantees that it will furnish the artist not less than — weeks' continuous employment hereunder; and if the foregoing blank is not filled in, then the producer shall be deemed to have agreed to guarantee to the artist that it will furnish the artist not less than one week's continuous employment hereunder. The guarantee in this paragraph (11) set forth shall be subject, of course, to the rights of suspension and termination hereinabove in paragraph (7) granted to the producer. The producer agrees, that upon request of the artist, it will advise the artist, if and when able to do so, of the estimated date on which, in the opinion of the producer, the artist's employment hereunder will terminate, it being understood, of course, that such estimated date of termination shall not be binding on the producer, but that the producer in good faith and to the best of its ability will endeavor to advise the artist of such estimated date of termination as far in advance of the actual date of termination as the producer may be able to estimate the same.

(12) The producer agrees to abide by the rules governing hours of labor contained in Rule III of the Rules of Fair Practices Governing Relations Between Producers and Actors, of the Code of Fair Competition for the Motion Picture Industry, which said Rule III and the definitions contained in Rule I of said Rules of Fair Practices Governing Relations Between

(Continued On Page Twenty-six)

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Producers and Actors, so far as necessary to interpret Rule III, are hereby incorporated herein by reference thereto.

(13) This contract shall be invalid until it is executed and delivered by both parties, and prior to such time either party shall be free to revoke the same. Delivery does not mean placing the contract in the mail, but actual receipt of the same.

(14) All notices which the producer is required or may desire to give to the artist may be given either by mailing the same addressed to the artist at _____, or such notice may be given to the artist personally, either orally or in writing. All notices which the artist is required or may desire to give to the producer may be given either by mailing the same addressed to the producer at _____, or such notice may be given to any executive employee of the producer either orally or in writing.

(15) THE ARTIST MUST KEEP THE PRODUCER'S CASTING OFFICE OR THE ASSISTANT DIRECTOR OF SAID PHOTOPLAY ADVISED AS TO WHERE THE ARTIST MAY BE REACHED BY TELEPHONE WITHOUT UNREASONABLE DELAY.

(16) If the artist is a member of any motion picture actors' organization at the time any controversy or dispute arises under this contract or in any wise connected with the same, such controversy or dispute shall be arbitrated, and such arbitration shall be conclusive and be had under the laws of the state where this contract is made. On a dispute arising, the party aggrieved will notify the other party. Within five days thereafter the producer will appoint two arbitrators, and the organization of which the artist is a member will appoint two arbitrators. Such arbitrators shall hold a hearing within a reasonable period thereafter, not to exceed two weeks. If the majority of the arbitrators agree, they shall make an award which shall be final and binding on the parties. If the arbitrators are evenly divided, they shall agree on a disinterested arbitrator who shall hold another hearing and make an award, and his decision shall be conclusive. If the arbitrators cannot agree on the choice of a disinterested arbitrator, the appointment shall be made by the administrator of the N.R.A. Motion Picture Code under such rules as he may from time to time prescribe. Said Administrator may prescribe additional rules governing the procedure of such arbitration and when so prescribed they shall become a part of this contract. If the actor is a member of more than one motion picture actors' organization, he shall designate at the time of said controversy which organization shall act for him.

(17) The artist does/does not hereby authorize the producer to deduct from the compensation herein above specified an amount equal to one-half of one per cent of each installment of compensation due the artist hereunder and to pay the amount so deducted to the Motion Picture Relief Fund of America, Inc.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Artist

Producer

By: _____

(C) Every contract between a producer and a day player shall contain substantially the provisions in the form of contract hereinafter

set forth entitled "Minimum Standard Contract for Day Players," and no term in derogation thereof; provided, however, that the day player may obtain better terms if he is able to do so, but the producer may not make a contract with a day player on terms less favorable to the actor. Such contract is as follows:

MINIMUM STANDARD CONTRACT FOR DAY PLAYERS

This agreement made at _____, this _____ day of _____, 193____, between _____ hereinafter called "Producer," and _____ hereinafter called "Artist".

WITNESSETH:

(1) The producer hereby engages the artist to render services as such in the role of _____ in a photoplay, the working title of which is now, "_____", at a salary of _____ Dollars (\$_____) per day. The artist accepts said engagement upon the terms herein specified. This contract is confined to the playing of said role in said photoplay and does not and may not include the playing of any other role in said photoplay or the playing in any other photoplay.

(2) The term of employment hereunder shall begin on or about the _____ day of _____, 193____, and shall continue thereafter from day to day until the producer shall notify the artist that his services are no longer required. At the end of each day's work, the producer shall notify the artist whether or not his services will be required for the following day. If he fails to notify the artist, then this contract shall automatically terminate. If he notifies the artist that his services will be required for the following day, then the producer shall be liable for the following day's pay whether or not he uses the artist. If after the expiration of the term hereof the producer should desire the services of the artist in making retakes or in making added scenes, or in making any "transparencies" or trick shots, or in making "trailers," or in making any change or changes in said photoplay, or in making any foreign version or versions of said photoplay, then and in either of said events, the artist agrees to render such services in connection therewith as and when the producer may request, unless the artist is otherwise employed, but if otherwise employed the artist will co-operate to the fullest extent in the making of such retakes, added scenes, "transparencies," trick shots, "trailers," changes, and/or foreign versions. The phrase "on or about" as hereinabove used shall allow a latitude of twenty-four hours (exclusive of Sundays and holidays) either prior to or after the date hereinabove specified as the commencement of the term hereof; it being agreed that the exact date for the commencement of the term hereof is to be specified by the producer and is not to be earlier than twenty-four hours before the date hereinabove specified, nor later than twenty-four hours after the date hereinabove specified (exclusive of Sundays and holidays). The term "role" as used in this agreement shall be deemed to refer to said role as now written and/or as it may from time to time hereafter be rewritten and/or lengthened and/or shortened by the producer in the exercise of its sole discretion and judgment.

(3) If the production of said photoplay be prevented or suspended, this contract shall terminate, and the producer shall be liable to and pay the artist for services theretofore rendered and unpaid for, and in addition the balance, if any, of the compensation for the remaining period of the guaranteed employment under paragraph (5) hereof; provided, however, the producer may prevent such termination by the payment to the actor of his com-

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pensation during the period of such prevention or suspension, not exceeding five weeks. The producer need pay no salary during any period that the artist is incapacitated, by illness or otherwise, from performing the required services hereunder, and in the event of such illness or incapacity the producer, at its option, may terminate this employment without further liability. The word "illness" as herein used includes bodily injury from accident.

(4) The producer/artist agrees to furnish all modern wardrobe and wearing apparel reasonably necessary for the portrayal of said role; it being agreed, however, that should so-called "character" or "period" costumes be required the producer shall supply the same. Any loss of or damage to costumes, wardrobe, and other property furnished by the artist necessarily arising through the performance of the artist's services, or through lack of due care on the part of the producer, shall be paid for by the producer to the artist. All costumes, wardrobe, and other property furnished by the producer shall belong to the producer and be returned promptly to it, and any loss of or damage thereto arising through lack of due care on the part of the artist, shall be paid for by the artist to the producer. Any loss of or damage to wardrobe, for which either party hereto may be liable, shall be computed on the basis of depreciation schedules to be furnished from time to time by the American Appraisal Company.

(5) The producer guarantees that he will furnish the artist — consecutive days employment hereunder; and if the foregoing blank is not filled in, then the producer shall be deemed to have agreed to guarantee to the artist not less than one consecutive day's employment hereunder.

(6) This contract is for continuous employment and the artist shall receive compensation at all times from the starting date of this contract until he is finally notified of the termination of his employment. Compensation to the artist hereunder shall be payable on _____ (here fill in day of week) for services rendered up to and including the preceding _____ (here fill in day of week); provided, however, that whenever the artist is notified of the termination of this contract he shall be paid immediately for all services theretofore rendered. The artist's compensation shall begin on the date herein specified as the starting date hereof and the artist shall be required, and only required, to report for work on such date. If the services of the artist at the commencement of the term hereof are to be rendered on location, his compensation shall commence from the time reasonably required to reach such location from the producer's main studio. If the services of the artist at the end of the term hereof are being rendered on location, his compensation shall continue for the time reasonably required to reach the producer's main studio from such location. "On location" means working at a place where the artist does not return between work days to the City of Los Angeles, California, or its suburbs, or if such production is from a studio other than one in or near Los Angeles, California, then to such city or its suburbs.

(7) Paragraphs (3), (4), (5), (6), (12), (13), (14), (15), and (16) of the Minimum Standard Contract for Free Lance Actors are hereby referred to and incorporated herein by reference thereto.

(8) The artist does/does not hereby authorize the producer to deduct from the compensation hereinabove specified an amount equal to one-half of one per cent of each installment of compensation due the artist hereunder and to pay the amount so deducted to the Motion Picture Relief Fund of America, Inc.

(Continued On Page Twenty-eight)

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IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

Artist

Producer

By

RULE VI. Contract Players

The following regulations shall govern the making of all contracts hereafter entered into between producers and contract players:

(A) No contract shall provide for a suspension of the contract or a lay-off period during the term of the contract at the option of the producer unless the provision conforms to the following requirements:

(a) Notice of suspension of lay-off must be in writing.

(b) If an option of suspension is granted the producer by reason of laws, strikes, failure to obtain materials, fires, acts of God or a public enemy, or similar causes, the producer shall not have a longer period of suspension than one week for each three months of the contract at no pay to the actor, and one week for each three months of the contract at half pay. The contract may provide for suspension of the contract for a longer period in such cases at the option of the producer, if the producer during such longer periods pays the actor full salary.

(c) If an option of suspension or lay-off is granted the producer for other reasons or at the will of the producer, such suspensions or lay-offs may not be provided except in conformity to the following:

(1) The suspension or lay-off periods must not total over twelve weeks in any contract for a year, and a proportionate time for longer or shorter contracts.

(2) Each lay-off or suspension must be for a minimum of seven days.

(3) The actor shall not be on call during any lay-off or suspension, and shall not be required or asked to do any work. Without limiting the generality of the foregoing, work includes wardrobe fittings, stills, tests, publicity appearances, and anything requiring the actor's time or presence.

(d) A period at or before the beginning or end of a contract during which an actor is required to render services for nothing or for less than the salary which the contract specifies shall be deemed a lay-off period.

(e) In calculating the length of a contract, unexercised options granted a producer for the actor's services shall not be considered. Each option when exercised shall be considered a new contract.

(B) Every contract shall contain an arbitration clause substantially the same as paragraph (16) of the Minimum Standard Contract for Free Lance Actors.

(C) No contract shall contain a provision regarding retakes and the like after the expiration of the term of the contract, unless the provision is as favorable to the actor as the provision concerning the same in paragraph (2) of the Minimum Standard Contract for Free Lance Actors.

(D) No contract shall contain a provision regarding "dubbing" or use of a double, unless the provision is as favorable to the actor as the provision concerning the same in paragraph (5) of the Minimum Standard Contract for Free Lance Actors.

(E) Every contract shall contain a provision concerning travel pay substantially the same as the provision concerning the same in paragraph (6) of the Minimum Standard Contract for Free Lance Actors.

(F) Every contract shall contain a provision

regarding working on location at the beginning or end of the contract as favorable to the actor as the provision concerning the same in paragraph (10) of the Minimum Standard Contract for Free Lance Actors.

(G) Every contract shall provide that the actor's services may not be assigned or loaned to any person or corporation other than the producer, without the actor's written consent given at or near the time of the contemplated loan.

(H) Every contract shall provide that the actor shall not be required to act in more than one picture at a time.

(I) If a contract requires an actor to abide by studio rules, it shall further provide that such rules shall be reasonable.

(J) Every contract providing for the exercise of options shall provide that notice of exercise must be in writing.

(K) The foregoing regulations shall not be evaded by means of waivers, other terms in derogation thereof, or by any other means.

(L) The foregoing regulations are minimum terms in favor of the actor. The contract player may obtain better terms if he is able to do so, but the producer may not make a contract with a contract player on terms less favorable to the actor.

RULE VII. Concerning Arbitration

No producer shall make it a condition of employment or persuade or attempt to persuade an actor to designate any particular actors' organization to appoint arbitrators for the actor under the arbitration paragraph in the Minimum Standard Contract for Free Lance Actors, the Minimum Standard Contract for Day Players, or in any contract with a contract player.

RULE VIII. Call Bureaus. Competitive Bidding.

No producer shall aid, promote, participate in, assist, or use any bureau or agency having as its purpose or practice the calling, reserving, or hiring of actors for more than one motion picture production company, or having as its purpose or practice the collection and maintenance of data on actors' salaries and state of employment. No producer shall make any agreement or have any understanding with any other producer whereby a producer shall agree to refrain from using or contracting to use a given actor, who is not under contract to the other producer. No producer shall make any agreement or have any understanding with any other producer, the purpose or effect of which is to prevent or lessen free competitive bidding for the services of any actor or actors.

RULE IX. Administration

It is the intent and purpose of these rules to bring all actors within them and to govern contracts between producers and all actors. If a contract between a producer and an actor does not fall into one of the three classifications, that is, free lance actors, day players, and contract players, according to the definitions herein contained, the Administrator shall decide which body of rules govern such contract and his decision shall automatically bring such contract under such rules. The Administrator from time to time may make and promulgate rules to govern such cases, and also rules to effectuate the enforcement and administration of this set of Fair Practices, not inconsistent therewith, and when so made and promulgated, they shall become a part hereof. Without limiting the generality of the foregoing, the Administrator may require a duplicate of all contracts with actors to be filed with the Administrator.

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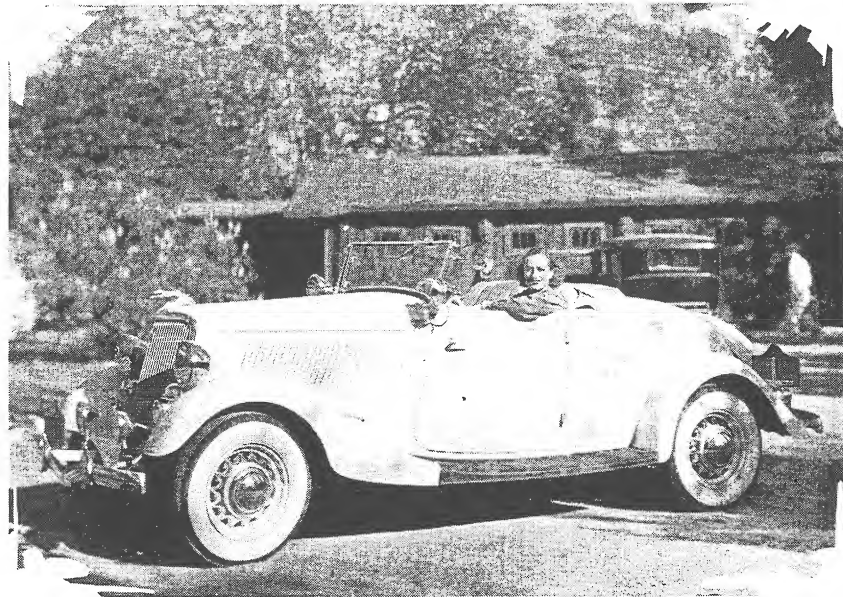


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